

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HENRY J. LACHER, DAVID MASONOFF,
WILLIAM WERONKO, LEVI GASTON,
KATHLEEN CUSHING, DAVE KEEN,
BRENT SCOTT, CHARLES MAYER,
JANELL PETERSON, SCOTT HERBST,
EDUARDO PAULINO, PAUL DOHERTY,
and JOYCE YIN, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-00687-JP

MICHAEL MERCER and LEO FORD, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-02762-JP

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF THE CLASS ACTION SETTLEMENT AND OTHER RELATED RELIEF**

As reflected in the accompanying "Joint Stipulation of Settlement," see Doc. 32-1, Plaintiffs Henry J. Lacher, David Masonoff, William Weronko, Levi Gaston, Kathleen Cushing, Dave Keen, Brent Scott, Charles Mayer, Janell Peterson, Scott Herbst, Eduardo Paulino, Paul Doherty, Joyce Yin, Michael Mercer, and Leo Ford (collectively "Plaintiffs") have agreed to

settle this consolidated class action lawsuit for a total of \$21,000,000.00 on behalf of 4,501 putative settlement class members who worked as Band 4-8 managers for Defendant Aramark Corporation (“Aramark”).¹ Under the December 1, 2018 amendments to Federal Rule of Civil Procedure (“Civil Rule”) 23, the Court “should direct notice in a reasonable manner” to all class members covered by a proposed settlement if the parties demonstrate that, at the post-notice final approval stage, the Court “will likely be able to” (i) give final approval of the settlement under the criteria described in Civil Rule 23(e)(2) and (ii) certify the settlement class. See Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii).² As discussed in the accompanying memorandum, Plaintiffs submit that

¹ The proposed settlement class consists of:

Plaintiffs in the Actions, as well as all other Aramark employees in Bands 4-8 who were eligible for Management Incentive Bonus (“MIB”) or Front Line Manager (“FLM”) bonuses for FY2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for FY2018 prior to November 15, 2019; (2) expressly released their claims in this case in a severance agreement after receiving a description of the claims in the case and a disclaimer that they would be releasing their right to participate in the case as a potential class member; or (3) signed a general release in a severance agreement before this case was filed (collectively, the “Settlement Class”). Excluded from the Settlement Class are (i) persons who were not employed by Aramark as of the last day of Aramark’s FY2018 and therefore were not eligible for bonuses and thus are not in the Settlement Class, except to the extent Aramark entered into a separate, written agreement providing that they would be paid an MIB or FLM bonus for FY2018; and (ii) persons who timely and properly exclude themselves from the Settlement Class as provided in this Stipulation.

Stipulation (Doc. 32-1) at paragraph 2.8.

² Prior to December 1, 2018, the standard for “preliminary approval” of class action settlements was not explicitly addressed in Civil Rule 23 and varied from circuit to circuit. See, e.g., In re National Football League Players’ Concussion Injury Litigation, 301 F.R.D. 191, 197-98 (E.D. Pa. 2014) (summarizing Third Circuit standard). Amended Civil Rule 23, however, “alter[s] the standards that guide a court’s preliminary approval analysis,” In re Payment Card Interchange Fee & Merchant Discount Antitrust Litig., 2019 U.S. Dist. LEXIS 13481, *118 (E.D.N.Y. Jan. 28, 2019), and now “explicitly identifies the factors that courts should apply in scrutinizing proposed class settlements,” Hall v. Accolade, Inc., 2019 U.S. Dist. LEXIS 143542, *5-6 n.1 (E.D. Pa. Aug. 22, 2019). Federal district courts within this Circuit are increasingly following the amended rule in reviewing class action settlements. See, e.g., id.; Smith-Centz v. Safran

notice of the instant settlement should be issued to class members (i.e. the settlement should be “preliminarily approved”) because both of these requirements are satisfied. First, the Court “will likely be able to” give final approval to the settlement under Civil Rule 23(e)(2) because:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Secondly, the Court “will likely be able to” certify the class for settlement purposes because the putative settlement class satisfies Civil Rule 23(a)’s four requirements – numerosity, commonality, typicality, and adequacy of representation and Civil Rule 23(b)(3)’s two additional requirements that common questions of law or fact “predominate over any questions affecting only individual members” and that “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.”

Furthermore, as explained in the accompanying memorandum, the proposed notice form and protocols constitute “the best notice that is practicable” under the criteria described in Civil Rule 23(c)(2)(B). Finally, the undersigned law firms are qualified to be appointed interim class

Turney Hospitality, 2019 U.S. Dist. LEXIS 123955 (E.D. Pa. July 23, 2019); Layer v. Trinity Health Corp., 2019 U.S. Dist. LEXIS 185211 (E.D. Pa. Oct. 23, 2019); see also Behrens v. MLB Advanced Media, L.P., 2019 U.S. Dist. LEXIS 114628, *4-5 (S.D.N.Y. July 9, 2019); Padovano v. FedEx Ground Package System, Inc., 2019 U.S. Dist. LEXIS 107092, *6-7 (W.D.N.Y. June 10, 2019).

counsel pursuant to Civil Rule 23(g)(3).

WHEREFORE, Plaintiffs respectfully request that the Court grant this motion and enter the accompanying proposed order.

Date: January 15, 2020

Respectfully,

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

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WILLIAM WERONKO, LEVI GASTON,
KATHLEEN CUSHING, DAVE KEEN,
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JOINT STIPULATION OF SETTLEMENT

WHEREAS, on February 19, 2019, Plaintiff Henry J. Lacher filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania asserting various common-law claims and South Carolina statutory claims against Defendant Aramark Services, Inc. (“Defendant” or “Aramark”) on behalf of himself and a proposed class of “all managers employed by Defendant in the United States in Career Bands 5-8 who (i) were eligible for bonus

pay under an FY2018 bonus plan and (ii) have not received all bonus pay owed” and a South Carolina sub-class, thereby initiating the *Lacher* Action;

WHEREAS, on February 26, 2019, Plaintiffs Henry J. Lacher, David Masonoff, William Weronko, and Levi Gaston filed a first amended complaint asserting various common-law claims and claims under the wage payment statutes of South Carolina, North Carolina, and Illinois on behalf of the nationwide class and South Carolina, North Carolina, and Illinois sub-classes;

WHEREAS, on April 15, 2019, Plaintiffs Henry J. Lacher, David Masonoff, William Weronko, Levi Gaston, Kathleen Cushing, Dave Keen, Brent Scott, Charles Mayer, Janell Peterson, Scott Herbst, Eduardo Paulino, Paul Doherty, and Joyce Yin filed a second amended complaint asserting various common-law claims and claims under the wage payment statutes of South Carolina, North Carolina, Illinois, Pennsylvania, New York, Iowa, Massachusetts, and California, and the Unfair Competition Law of California, on behalf of the nationwide class and South Carolina, North Carolina, Illinois, Pennsylvania, New York, Iowa, Massachusetts, and California sub-classes;

WHEREAS, on June 21, 2019, Plaintiffs Michael Mercer and Leo Ford filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania against Aramark on behalf of nationwide classes and Ohio and Florida subclasses of Aramark employees in Career Bands 4-8 asserting various common-law claims and claims under the wage payment statutes of Delaware and Pennsylvania regarding Aramark’s Management Incentive bonus and Front Line Manager bonus, as well as claims regarding Restricted Stock Units held by certain employees of Aramark’s Health Care Technologies line of business;

WHEREAS, Defendant vigorously denies any wrongdoing with respect to the subject matter of these Actions; and

WHEREAS, uncertainty exists as to Defendant's potential liability, if any, and the nature and amount, if any, of damages owed to Plaintiffs and the purported classes; and

WHEREAS, Plaintiffs and their lawyers have determined, based upon all the facts and circumstances underlying this litigation, that the agreement described in this Joint Stipulation of Settlement (“Stipulation”) is fair, reasonable, and equitable; and

WHEREAS, Defendant, while continuing to deny any liability or wrongdoing, desires to resolve these lawsuits in order to avoid further litigation risks and delays and to avoid future expense, inconvenience, and interference with its ongoing business operations; and

WHEREAS, this Settlement reflects a compromise reached after arms-length bargaining during an all-day mediation through a third-party and shall not be construed as an admission or concession by any Party as to the truth or validity of any substantive or procedural allegation, claim, or defense asserted in this or any other action or proceeding; and

WHEREAS, this Settlement is subject to and conditioned upon final approval by the Court and the other conditions specified herein;

NOW, THEREFORE, it is hereby **STIPULATED** and **AGREED** by and between the undersigned Parties that the Actions are settled, subject to the Court’s approval, pursuant to the following terms and conditions:

1. THE CONDITIONAL NATURE OF THIS STIPULATION

1.1. This Stipulation and all associated exhibits or attachments are made for the sole purpose of settling the above-captioned actions. This Stipulation and the Settlement it evidences are made in compromise of disputed claims. Because these actions were pled as class actions, this Settlement must receive preliminary and final approval by the Court. Accordingly, the Settling Parties (as defined herein) enter into this Stipulation on a conditional basis. If the Court does not enter the Final Approval Order (defined below) without material modification, an appellate court

reverses the Court's entry of the Final Approval Order, and/or the Effective Date does not occur, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, and it shall not be referred to or utilized for any purpose whatsoever, except that the Parties will remain bound by the non-admission and confidentiality provisions of the Stipulation and their Memorandum of Understanding executed following the mediation. Further, the fact, negotiation, terms and entry of the Stipulation and preceding settlement discussions shall in any event remain subject to the provisions of Federal Rule of Evidence 408 and any other analogous rules of evidence that are applicable.

1.2. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief, as well as denies the class action allegations asserted in the Actions, as that term is defined below. Defendant has agreed to resolve the Actions via this Stipulation, but to the extent this Stipulation is deemed void or the Effective Date (as defined below) does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Actions upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge class treatment on any grounds and seek decertification on any grounds, as well as asserting any and all other privileges and potential defenses. Plaintiffs and Class Counsel (as defined below) agree that Defendant retains and reserves these rights, and Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Stipulation, Defendant cannot contest class certification on any grounds whatsoever, or assert any and all other privileges or potential defenses if these Actions were to proceed.

1.3. Neither this Stipulation, nor any document referred to in it, nor any actions taken pursuant to this Stipulation, is or should be construed as an admission by Defendant or the

Released Parties (as defined below) of any fault, wrongdoing, or liability whatsoever. Nor should the Stipulation be construed as an admission that Plaintiffs or any of the purported classes could meet any of the class action elements contained in Federal Rule of Civil Procedure 23. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether the Actions should be certified as class actions, in whole or in part.

2. DEFINITIONS

- 2.1.** “Actions” means the above-captioned lawsuits.
- 2.2.** “Administrator” or “Settlement Administrator” means Rust Consulting.
- 2.3.** “Administrative Costs” means the amount to be paid to the Administrator for its costs in connection with administering the terms of this Settlement, including the costs associated with sending the Notice Packet to the Class Members and the Individual Settlement Payments to the Settlement Participants. Administrative Costs shall be paid from the Maximum Settlement Amount (as defined below).
- 2.4.** “Allocation Formula” means the methodology for calculating the Individual Settlement Payment for each Settlement Participant (each defined below), which shall be applied as provided in Paragraph 4.1 of this Stipulation.
- 2.5.** “Class Counsel” means the law firms of Lichten & Liss-Riordan, P.C.; Winebrake & Santillo, LLC; Rothstein Law Firm, P.A.; and Chimicles Schwartz Kriner & Donaldson-Smith LLP.
- 2.6.** “Class Counsels’ Fees/Costs” means the amount of attorneys’ fees and costs that will be requested by Class Counsel pursuant to Paragraph 11.1 of this Stipulation.
- 2.7.** “Class Information” means the following information regarding each Class Member that Defendant will in good faith compile from its records and provide to the

Administrator: (a) full name; (b) Last Known Address; (c) Social Security Number; and (d) personal email address, if known.

2.8. “Class Members” or “Settlement Class” means all Plaintiffs in the Actions, as well as all other Aramark employees in Bands 4-8 who were eligible for Management Incentive Bonus (“MIB”) or Front Line Manager (“FLM”) bonuses for FY2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for FY2018 prior to November 15, 2019; (2) expressly released their claims in this case in a severance agreement after receiving a description of the claims in the case and a disclaimer that they would be releasing their right to participate in the case as a potential class member; or (3) signed a general release in a severance agreement before this case was filed (collectively, the “Settlement Class”). Excluded from the Settlement Class are (i) persons who were not employed by Aramark as of the last day of Aramark’s FY2018 and therefore were not eligible for bonuses and thus are not in the Settlement Class, except to the extent Aramark entered into a separate, written agreement providing that they would be paid an MIB or FLM bonus for FY2018; and (ii) persons who timely and properly exclude themselves from the Settlement Class as provided in this Stipulation.

2.9. “Court” means the United States District Court for the Eastern District of Pennsylvania.

2.10. “Defendant” means Aramark Services, Inc. (f/k/a “Aramark Corporation,” which no longer exists but is the entity incorrectly named in the Actions).

2.11. “Defense Counsel” means Morgan, Lewis & Bockius, LLP.

2.12. “Effective Date” means the first date on which all of the following have occurred: (1) the Court has entered the Final Approval Order dismissing the Actions with prejudice and (2) the judgment has become “Final.” “Final” means the later of: (a) the expiration of the time for

seeking rehearing, reconsideration, and/or appeal (including any extension of time for appeal) of the Final Approval Order without any such actions having been taken, or (b) if rehearing, reconsideration, appellate review and/or extension of time for seeking appellate review have been sought, thirty (30) calendar days after any and all avenues of rehearing, reconsideration, appellate review, and/or extension of time have been exhausted.

2.13. “Estimated Bonus” means the approximate amount, as calculated by Defendant, that Defendant would have paid each Settlement Class Member as an FY2018 Bonus if Defendant had not adjusted the amounts of certain bonus payments downward and eliminated other bonus payments entirely.

2.14. “Final Approval Date” means the date on which the Court enters the Final Approval Order.

2.15. “Final Approval Hearing” means a hearing set by the Court, to take place on a date established by the Court, for the purpose of: (a) determining the fairness, adequacy, and reasonableness of the Stipulation’s terms pursuant to class action procedures and requirements; (b) determining the amount of the award of Class Counsels’ Fees/Costs; (c) determining the amount of the Service Awards to Plaintiffs; and (d) entering the Final Approval Order.

2.16. “Final Approval Order” means the Court’s order granting final approval of the Settlement, which will constitute a “judgment” within the meaning of Rule 58(a) of the Federal Rules of Civil Procedure, substantially in the form attached to this Stipulation as Exhibit 4.

2.17. “FY2018” means Aramark’s Fiscal Year 2018, which means October 1, 2017 through September 30, 2018.

2.18. “FY2018 Bonus” means the MIB or FLM bonus for FY2018.

2.19. “Individual Settlement Payment” means the amount payable to each Settlement Participant calculated pursuant to the Allocation Formula.

2.20. “Last Known Address” means the most recently recorded mailing address for a Class Member as such information was contained in Defendant’s records containing personnel information and any mailing address a Settlement Participant provides to the Parties or the Administrator.

2.21. “Maximum Settlement Amount” is the sum of Twenty-one Million U.S. Dollars and Zero Cents (\$21,000,000.00), which represents the total amount payable pursuant to this Settlement by Defendant, and is inclusive of the Class Counsels’ Fees/ Costs, if any, Administrative Costs, the Service Awards, if any, the Individual Settlement Payments, all applicable income and employment tax withholding, including the employer’s share of payroll taxes, and the Reserve Fund (defined below). Under no circumstances shall Defendant or the Released Parties be required to pay or contribute any monies in excess of the Maximum Settlement Amount.

2.22. “Net Settlement Amount” means \$21,000,000.00 minus any Court-approved payments for Class Counsels’ Fees/Costs, Administrative Costs, Service Awards, and the Reserve Fund pursuant to Paragraphs 11.1-12.1.

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

2.24. “Notice Packet” refers collectively to the documents mailed to the Class Members pursuant to the terms of this Stipulation, and includes the following documents: (i) Notice (Exhibit 1); and (ii) Change of Address Form (Exhibit 2).

2.25. “Notice Mailing Deadline” shall be the date on which the Administrator mails the Notice Packet to the Class Members. The mailing of the Notice Packet is to occur twenty-five (25) business days after the Preliminary Approval Date.

2.26. “Notice Response Deadline” shall be the date forty (40) calendar days after the Administrator first mails the Notice Packet.

2.27. “Parties” means Plaintiffs and Defendant.

2.28. “Plaintiffs” means Plaintiffs Henry J. Lacher, David Masonoff, William Weronko, Levi Gaston, Kathleen Cushing, Dave Keen, Brent Scott, Charles Mayer, Janell Peterson, Scott Herbst, Eduardo Paulino, Paul Doherty, Joyce Yin, Michael Mercer, and Leo Ford.

2.29. “Preliminary Approval Date” means the date on which the Court enters an order preliminarily approving the Settlement and authorizing distribution of the Notice to the Class Members, substantially in the form attached to this Stipulation as Exhibit 3.

2.30. “QSF” means a Qualified Settlement Fund within the meaning of Section 468B of the Code and Treasury Regulation § 1.468B-1, established by the Administrator and funded by Defendant for the purpose of holding the Maximum Settlement Amount and distributing all approved amounts to the proper individuals and parties. The QSF will be established and controlled by the Administrator in accordance with and pursuant to Treasury Regulation § 1.468B-1, et seq., 26 C.F.R. § 1.468B-1, et seq., and subject to the terms of this Settlement and the Court’s Preliminary (as defined below in Paragraph 6.1) and Final Approval Orders. Interest, if any, earned on the QSF will become part of the Net Settlement Amount.

2.31. “Released Parties” means Defendant and its past and present parents, subsidiaries, affiliates and joint venturers and each of their past and present directors, officers, agents,

employees, lawyers, benefit plans and plan administrators, and each of their successors and assigns.

2.32. “Reserve Fund” means the fund consisting of \$200,000 set aside from the Maximum Settlement Amount to be used: (i) to resolve any *bona fide* disputes that may arise regarding the calculation and disbursement of Individual Settlement Payments according to the Allocation Formula; and (ii) to disburse Individual Settlement Payments to individuals whom the Parties agree, upon conferring on a good faith basis, were mistakenly excluded from the Settlement Class or otherwise should be included in the Settlement Class for any agreed upon reason. Any dispute between the Parties as to whether or how the Reserve Fund shall be used shall be resolved by the Mediator Hunter Hughes, Esq. The Reserve Fund shall be paid from the Maximum Settlement Amount. Any residual amount of the Reserve Fund remaining after distribution and the expiration of the time period to cash settlement checks (90 days) shall, subject to Court approval, be distributed *cy pres* to Philabundance.

2.33. “Service Award” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their efforts in coming forward as class representatives and/or otherwise benefiting the Class Members. The Parties agree that Plaintiffs may apply to the Court for Service Awards in amounts not to exceed \$25,000 for Plaintiff Lacher and not to exceed \$10,000 for the other Plaintiffs (for a combined sum of all Service Awards sought not to exceed \$165,000).

2.34. “Settlement” or “Stipulation” means the terms, conditions, and obligations described in this Joint Stipulation of Settlement and all attachments.

2.35. “Settlement Participants” means all Class Members who do not validly and timely request to be excluded from the Settlement pursuant to Paragraph 8.1.

2.36. “Settling Parties” means Defendant and Plaintiffs and the Settlement Participants.

2.37. “Special Recognition Award” means the one-time awards Aramark paid to certain Class Members in early 2019 in a separate effort to recognize those Class Members for their success, impact, and importance to Aramark, as part of Aramark’s decision to use the majority of its saving from U.S. tax reform to invest in its employees.

3. Class Certification

3.1. For purposes of the Settlement only, the Parties stipulate that the Court may certify the putative class claims in the Actions as Rule 23 class actions.

3.2. If, for any reason the Court does not approve this Stipulation or fails to enter the Final Approval Order or if this Stipulation is terminated or revoked for any other reason, Defendant and the Released Parties shall, and hereby do, retain the right to dispute the appropriateness of class certification. Additionally, the existence and terms of this Stipulation shall not be admissible in the Actions or any other action or proceeding for any purpose, including as evidence that: (i) any other class should be certified or not decertified; (ii) these Actions or any other actions should be certified as a class action or not decertified; or (iii) the Defendant or Released Parties are liable to Plaintiffs and/or the Class Members. The terms of this Stipulation shall only be admissible, in the Actions or any other action or proceeding, to enforce the terms of the releases, confidentiality and non-admission provisions herein.

4. Consideration to Settlement Participants

4.1. Individual Settlement Payments will be paid to Settlement Participants according to the Allocation Formula as applied only to the funds remaining in the Net Settlement Amount. The Allocation Formula is as follows:

4.1.1. Step One: Each Class Member shall receive an amount equal to the difference between the amount of his/her FY2018 Estimated Bonus and the amount of the MIB payments (for Band 4 Class Members) or Special Recognition Award received, if any. If the Class Member received more in MIB payments or SRA payments than his/her Estimated Bonus, he/she will not receive any payment under Step One, but will receive payment under one or more of the remaining Steps.

4.1.2. Step Two: All Class Members will receive a lump-sum payment of \$250 regardless of whether or not they receive any payment under Step One above.

4.1.3. Step Three: In addition to payments made under Steps One and Two, each Class Member whose employment with Aramark or one of its subsidiaries ended as a result of Aramark's sale of its former Health Care Technologies line of business and who held unvested Restricted Stock Units that terminated as a result of Aramark's sale of the Health Care Technologies line of business, will receive an additional payment of \$2,000.

4.1.4. Step Four: In addition to payments made under Steps One, Two and Three, each Class Member in Bands 5 through 8 shall receive an estimated 6.5% of their Estimated Bonus for FY2018. Band 4 Class Members will not receive any payment under Step Four. The portion of the Individual Settlement Payments calculated under this Step Four will be adjusted as necessary to ensure that the total of all Individual Settlement Payments, as well as all applicable income and employment tax withholding, including the employer's share of payroll taxes, can be paid from and does not exceed the Net Settlement Fund.

4.2. Once the Individual Settlement Payments are calculated using the above Allocation Formula, the Administrator will calculate and subtract all applicable payroll tax withholding and deductions. Under no circumstances may the Individual Settlement Payments, including all applicable payroll taxes, collectively exceed the Net Settlement Amount.

4.3. Settlement Participants shall not be required to submit a claim form as a condition of receiving their Individual Settlement Payment. Instead, the Administrator will automatically mail all Settlement Participants their Individual Settlement Payment to the Settlement Participant's Last Known Address.

4.4. As further detailed in Paragraph 5.2 the Administrator will report each Individual Settlement Payment made to Settlement Participants to the applicable state and federal government authorities, including the Internal Revenue Service, as required by law.

4.5. If any Class Member disputes the amount of his or her Individual Settlement Payment listed on his or her Notice, he or she shall have the opportunity to dispute his or her Individual Settlement Payment. If an individual believes the Individual Settlement Payment has been calculated incorrectly, he or she must notify the Settlement Administrator within a reasonable amount of time after the first mailing of the Notice. The Parties will meet and confer regarding any such individuals in an attempt to reach an agreement as to whether the Individual Settlement Payment is correct. If the Parties agree that it is incorrect, the Settlement Administrator will adjust the Individual Settlement Payment amount accordingly. To the extent the Parties disagree about the appropriate amount of any Individual Settlement Payment, the parties will ask Hunter Hughes to resolve the dispute. All such adjustments shall be disbursed from the Reserve Fund and may not increase the Maximum Settlement Amount. Any dispute over Individual Settlement Payment calculations shall not be considered an objection to the Settlement.

5. Taxes

5.1. For the purpose of calculating applicable payroll tax withholding and deductions for the Individual Settlement Payments to Settlement Participants, the Parties agree that seventy (70) percent of each Individual Settlement Payment will be considered wage income for which IRS Form W-2 will be issued to Settlement Participants and thirty (30) percent of each Individual Settlement Payment will be considered non-wage income for which IRS Form 1099 will be issued to Settlement Participants.

5.2. The Administrator will withhold all employee tax and withholding obligations and the employer's portion of payroll taxes from each Settlement Participant's Individual Settlement Payment, and handle all necessary tax reporting and documentation.

5.3. Circular 230 Disclaimer. Each Party to this Settlement acknowledges and agrees that:

No provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended), nor shall any such communication or disclosure constitute or be construed as such tax advice.

Each Party: (i) has relied and will rely exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement; (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party; and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax or tax penalty. Further, no attorney or advisor to any Party has imposed any limitation that

protects the confidentiality of any such attorney's or advisor's tax strategies upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement.

6. Court Approval of Notice and a Settlement Hearing

6.1. Plaintiffs, through Class Counsel, shall file this Stipulation with the Court along with their motion for preliminary approval of the Settlement (the "Motion for Preliminary Approval"). Defendant will have the opportunity to review and comment on the Motion for Preliminary Approval and shall not oppose the Motion for Preliminary Approval if it is consistent with this Stipulation, but may respond to the Motion if necessary. Plaintiffs will provide a draft of the Motion for Preliminary Approval to Defendant for its review at least ten (10) calendar days prior to filing it, and will consider any proposed revisions in good faith. Via this Stipulation, and the supporting Motion for Preliminary Approval, Plaintiffs, through Class Counsel, will request that the Court enter the Preliminary Approval Order and schedule the Final Approval Hearing.

6.2. If any deadlines related to this Stipulation cannot be met, Class Counsel and Defense Counsel shall confer and attempt to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Stipulation. If the Settling Parties fail to reach such agreement, any of the Settling Parties may apply to the Court for modification of the dates and deadlines in this Stipulation, provided that such a request to the Court may seek only reasonable modifications of the dates and deadlines contained in this Stipulation and no other material changes.

6.3. If the Court enters the Preliminary Approval Order, then at the resulting Final Approval Hearing, Plaintiffs and Defendant, through their counsel of record, shall address any timely written objections from Class Members or any concerns from Class Members who attend

the Final Approval Hearing. Additionally, Plaintiffs and Defendant, through their counsel of record, shall address any concerns of the Court and shall and hereby do, unless provided otherwise in this Stipulation, stipulate to final approval of this Stipulation by the Court.

7. Notice to Class Members

7.1. Within twenty-one (21) calendar days after the Court enters a Preliminary Approval Order, Defendant shall provide the Administrator with the Class Information necessary for the Administrator to send the Notice Packet to all Class Members. Defendant shall provide to Class Counsel a list of Class Members' names (without any contact information for Class Members) and shall also provide the Administrator and Class Counsel with its calculation of the Individual Settlement Payments for each Class Member. Class Counsel will not have access to the Class Information given to the Administrator other than each Class Member's name and calculation. This information shall be provided in a format acceptable to the Administrator and Class Counsel. Defendant agrees to consult with the Administrator and Class Counsel prior to the production date to ensure that the format will be acceptable to the Administrator and Class Counsel. The Administrator is responsible for calculating, prior to the issuance of Notice, all applicable payroll tax withholding and deductions for each Class Member's anticipated Individual Settlement Payment so that it can be incorporated into each Class Member's individual Notice. The Administrator shall maintain this information as private and confidential and shall not disclose such data to any persons or entities other than Defense Counsel and Class Counsel, unless otherwise required by law. To the extent the Administrator receives inquiries from Class Members, the Administrator will apprise the Parties of the fact and nature of the inquiry. The Administrator will attempt to resolve any such inquiry and may involve the Parties' respective counsel to the extent necessary. If the inquiry cannot be resolved adequately by the Administrator,

the Parties shall meet and confer in good faith to try to resolve the issue. Defendant will make reasonable efforts to ensure that to the best of its knowledge the information is complete and accurate and provides all of the Class Information required pursuant to this Stipulation and any applicable Court orders. The information is being supplied solely for purposes of the administration of the Settlement and cannot be used by the Administrator for any purpose other than to administer the Settlement.

7.2. Upon receipt of the Class Information, the Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. By the Notice Mailing Deadline, the Administrator shall mail copies of the Notice Packet to the Last Known Address of each Class Member via regular First Class U.S. Mail.

7.3. Any Notice Packet returned to the Administrator as undelivered on or before the Notice Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is affixed, the Administrator shall promptly attempt to determine a correct address by use of skip tracing or any other equivalently effective search method, and shall then perform a re-mailing, if another mailing address is identified by the Administrator from the search.

7.4. Part of the Administrative Costs to be paid to the Administrator shall be used to pay for the cost of the mailings described above, which shall include fees charged by the Administrator for address verification and all other tasks, the cost of the envelopes in which the Notice Packets will be mailed, the cost of creating and reproducing the Notice Packets, and the costs associated with mailing the Notice Packets.

7.5. If the Notice Response Deadline falls on a Sunday or a holiday, the deadline will be the next business day that is not a Sunday or holiday.

7.6. Not later than ten (10) calendar days after this Stipulation is signed, Aramark shall effect notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

7.7. The Administrator shall establish a website to facilitate communications about the Settlement and post publicly available Settlement-related documentation accessible to Class Members.

8. Responses to Class Notice

8.1. Class Members, except for Plaintiffs, will have until the Notice Response Deadline to exclude themselves from the Settlement. Class Members who wish to exercise this option must timely submit a signed and dated written request to the Administrator specifically asking to be excluded from the settlement (“Opt-Out Request”). The Opt-Out Request must be postmarked on or before the Notice Response Deadline. Class Members who do not timely submit an executed Opt-Out Request shall be deemed Settlement Participants and bound by the Settlement, including the Release, as defined in Paragraph 10.1. Class Members who timely submit an executed Opt-Out Request shall have no further role in the Actions, and for all purposes they shall be regarded as if they never were a party to these Actions or a Class Member, and thus they shall not be entitled to any payment as a result of this Settlement and shall not be entitled or permitted to assert any objection to the Settlement. The Notice shall advise Class Members of their ability to opt-out of the Settlement and of the consequences thereof. The Parties and their Counsel will not solicit any Class Member to submit an Opt-Out Request. The Parties understand and agree that any Individual Settlement Payments that would otherwise be payable to Class Members who timely submit Opt-Out Requests shall revert to Defendant; however, the amount of Individual Settlement Payments for any Class Members who submit Opt-Out Requests will not affect the size of the common fund for purposes of Class Counsels’ Fees/Costs.

8.2. Only Class Members who also are Settlement Participants can object to the Settlement. Such individuals will have up to and including the Notice Response Deadline to object to the Settlement. To object, they must mail to the Administrator a written objection stating the basis for the objection and include any supporting documents. The postmark date shall be deemed the exclusive means for determining if the objection is timely. The Administrator shall provide Class Counsel and Defense Counsel with complete copies of all objections received, including the postmark dates for each objection, within two business days of receipt. Class Counsel shall file the objections with the Court in connection with the motion for Final Approval, as defined in Paragraph 9.1. The Parties and their Counsel agree that they will not solicit, encourage, or advise any individual to object to the Settlement. All written objections and supporting papers must (a) clearly identify the Class Member's printed name, address, telephone number, email address, (and, if different, name and address on the Notice he or she received); (b) a statement with specificity of the grounds for the objection along with any supporting papers, materials, briefs or evidence that the Class Member wishes the Court to consider when reviewing the objection; (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class or to the entire Settlement Class; (d) the objector's actual written signature; and (e) a statement whether the objecting Class Member and/or his or her counsel intend to appear at the Final Approval Hearing. If a Class Member or counsel for the Class Member who submits an objection to this Settlement has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which they have filed an objection by caption, court and case number, and for each case, the disposition of the objection, including whether any payments were made to the objector or his or her counsel, and if so, what incremental benefits, if any, were achieved for the class in exchange for such payments.

8.3. Class Members will have up to and including the Notice Response Deadline to dispute their Individual Settlement Payment associated with such amount. The Administrator, Class Counsel and Defense Counsel shall consider all such disputes, provided that the Class Member notifies the Administrator of the dispute and provides supporting documents prior to the Notice Response Deadline. All disputes shall be resolved, if necessary, using the Reserve Fund.

8.4. Class Members who, for future reference and mailings from the Court or Administrator, if any, wish to change the name or contact information listed on the Notice sent to them must provide their new name or contact information to the Administrator or Class Counsel, who shall then provide such information to the Administrator through the Change of Address Form. The address provided shall be deemed the Last Known Address for any such Class Member.

8.5. Class Members who submit both a timely objection and an Opt-Out Request will be contacted by the Administrator to try to resolve this inconsistency prior to the Final Approval Hearing. If the inconsistency cannot be resolved prior to the Final Approval Hearing, any Class Member who has timely filed and not revoked an Opt-Out Request prior to the Final Approval Hearing will be not be considered a Settlement Participant.

8.6. Beginning five (5) calendar days after the date on which the Notice is mailed, the Administrator shall provide to Class Counsel and Defense Counsel a weekly status report that will be cumulative, reflecting the number of Class Members who have filed Opt-Out Requests or objections.

9. Final Approval and Disbursement of Settlement Funds

9.1. Prior to the Final Approval Hearing, and consistent with the rules imposed by the Court, Plaintiffs will file and serve their motion for entry of the Final Approval Order and

dismissal of the Actions with prejudice (the “Motion for Final Approval”). Defendant will not oppose the Motion for Final Approval if it is consistent with this Stipulation. Plaintiffs will provide a draft of the Final Approval Motion to Defendant for their review at least twenty (20) days prior to filing it, and will consider any proposed revisions in good faith. The Settling Parties shall make all reasonable efforts to secure entry of the Final Approval Order and the associated dismissal with prejudice. If the Court rejects the Stipulation in its entirety or fails to enter a Final Approval Order without material modification, this Stipulation shall be *void ab initio* (except for those provisions relating to non-admissibility and non-admission of liability set forth in this Stipulation) and Defendant shall have no obligations to make any payments under the Stipulation, except for half of the Administrative Costs already incurred by the Administrator, and half of the Administrative Costs incurred by the Administrator related to any further notice ordered by the Court, with Class Counsel paying the other half of Administrative Costs incurred to date.

9.2. No more than thirty (30) calendar days after the Effective Date, Defendant shall wire transfer to the Administrator to deposit into the QSF the Maximum Settlement Amount, less any Individual Settlement Payment and all applicable payroll taxes allocated for Class Members who validly and timely submitted their Opt-Out Requests.

9.3. No more than twenty (20) calendar days after Defendant deposits the Maximum Settlement Amount into the QSF (less any amounts allocated for Class Members who have timely submitted their Opt-Out Requests), the Administrator shall mail to each Settlement Participant at his or her Last Known Address his or her Individual Settlement Payment. All Individual Settlement Payment checks will contain a notation on the memo line that stating it is a settlement payment in the “Aramark Bonus Action”.

9.4. All Individual Settlement Payment checks issued to Settlement Participants pursuant to this Stipulation shall remain negotiable for a period of ninety (90) calendar days from the date of the Administrator's mailing as reflected by the postmark on the mailing. Reasonable extensions of the 90-day period will be granted by the Administrator, if needed, as to deceased Settlement Participants. The Administrator shall send out at least one reminder by U.S. mail to those Settlement Participants who have not yet cashed their checks. Any Settlement Participant's failure to cash his or her Individual Settlement Payment check shall have no impact on the enforceable nature of the Release.

9.5. Any funds remaining in the Reserve Fund or due to uncashed checks shall be disbursed *cy pres* to Philabundance.

9.6. Following the mailing of the Individual Settlement Payments to the Settlement Participants, the Administrator shall provide Class Counsel and Defense Counsel with a written confirmation of this mailing.

10. Releases

10.1. Upon the Effective Date, in consideration of the Individual Settlement Payment sent to him or her, each of the Settlement Participants, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, which were pled in the Actions and/or could have been pled in the Actions arising prior to the date of filing of the Motion for Preliminary Approval of the Settlement related to bonuses and/or restricted stock units for FY2018 and prior years, including all such claims for

breach of contract, promissory estoppel, unjust enrichment, breach of contract accompanied by a fraudulent act, as well as all claims under the South Carolina Payment of Wages Act, the North Carolina Wage and Hour Act, the Illinois Wage Payment and Collection Law, the Pennsylvania Wage Payment and Collection Law, the Delaware Wage Payment and Collection Act, New York Labor Law, the Iowa Wage Payment Collection Law, the Massachusetts Payment of Wages Act, California Labor Code § 204, the California Unfair Competition Law, the California Private Attorneys General Act, or any other state or local law or regulation or common law theory for incentive or bonus compensation, restricted stock units, or any related penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief, including any derivative and/or related claims to the claims released in this paragraph (the "Release"). This Release applies regardless of whether the Settlement Participant cashes or deposits their Individual Settlement Payment.

10.2. Upon the Effective Date, in addition to the Release contained in Paragraph 10.1 of this Stipulation, and in consideration of the Service Award granted by the Court sent to him or her, each of the Plaintiffs, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising prior to the date they execute this Stipulation, including but not limited to those claims which: (a) were pled in the Actions at any time; and/or (b) could have been pled in the Actions at any time, including but not limited to all claims based on any of the following: (i) alleged failure to pay any

type of overtime wages, (ii) alleged failure to pay any type of earned, straight-time or minimum wages, (iii) alleged failure to provide gap time wages, (iv) alleged failure to pay for meal breaks, sick time and/or rest periods, (v) alleged misclassification as an exempt employee or alleged off-the-clock work, (vi) alleged unlawful imposition, deduction, or chargeback from compensation for expenses or costs, (vii) alleged failure to provide wage statements or wage notices, (viii) any other alleged wage and hour violation, or (ix) alleged discrimination, retaliation, harassment, or wrongful discharge, as well as (x) any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, or litigation costs; and (c) this release includes any and all of the following based on any of the matters released by the foregoing: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief (the "Class Representatives' Released Claims"). For the avoidance of doubt, the Class Representatives' Released Claims is a full and complete general release of all possible claims to the maximum extent allowed under the law.

10.3. Upon the Effective Date, in consideration of their eligibility for the Class Counsels' Fees/Costs, Class Counsel hereby releases all claims, causes of action, demands, damages, costs, rights, and liabilities of every nature and description for attorneys' fees, costs, and expenses against the Released Parties arising from or related to the Actions.

11. Payment of Class Counsels' Fees/Costs and Service Awards

11.1. Class Counsel shall move for Court approval of no more than \$5,250,000 of the Maximum Settlement Amount as attorneys' fees (which represents 25% of the Maximum Settlement Amount), plus litigation expenses not to exceed \$50,000 ("Class Counsel's Fees/Costs"), as well as the Administrative Costs. Class Counsel's Fees/Costs and Administrative Costs determined by the Court shall not be appealed by Plaintiffs or Class Counsel, and this

Settlement is not contingent upon the Court's approval of the total amount requested by Class Counsel. Defendant shall not oppose Class Counsel's request for Fees/Costs so long as they are consistent with the terms set forth in this Paragraph.

11.2. This Stipulation and/or the Court's approval of this Settlement will not be contingent on an agreement among Class Counsel in the Actions as to the allocation of fees amongst themselves or on an award of the requested fees, costs or enhancements. If no agreement is reached as to the distribution of fees amongst Class Counsel before the Final Approval Order, the approved Class Counsels' Fees/Costs will remain in the QSF subject to litigation/arbitration among Class Counsel, independent of the Actions and with no impact on the dismissal with prejudice of the Actions and of all Settlement Participant's claims. Class Counsel represent that they are not aware of any other counsel representing Plaintiffs or the Class Members who are intending to initiate litigation with regard to the claims in the Actions and are not aware of any other lawyers with a potential claim for fees or costs in the Actions.

11.3. Not more than twenty (20) calendar days after Defendant deposits the Maximum Settlement Amount into the QSF, and subject to Paragraph 11.2, the Administrator will pay Class Counsel's Court-approved Fees/Costs from the QSF and shall report the payment to the appropriate taxing authorities on IRS Form 1099. Payments made pursuant to this Paragraph 11.3 shall constitute full satisfaction of any claim for fees or costs, and Plaintiffs and Class Counsel, on behalf of themselves and all Settlement Participants, agree that they shall neither seek nor be entitled to any additional attorneys' fees or costs under any theory.

11.4. If the Court (or any appellate court) awards less than the amount of Class Counsels' Fees/Costs requested by Class Counsel, any amount disallowed by the Court will be included in the Net Settlement Amount.

11.5. Class Counsel shall move for Court approval of the Service Awards as set forth in Paragraph 2.33. This Settlement is not contingent upon the Court's approval of these Service Awards. Defendant shall not oppose Class Counsel's motion for approval of a Service Award of \$25,000 for Plaintiff Lacher and \$10,000 for the other Plaintiffs. The Service Awards determined by the Court shall be non-appealable by Plaintiffs. If the Court (or any appellate court) awards less than the amount requested for the Service Awards, any amount disallowed by the Court will become part of the Net Settlement Amount.

11.6. Not more than twenty (20) calendar days after Defendant deposits the Maximum Settlement Amount into the QSF, the Administrator will pay Plaintiffs the Court-approved Service Award.

11.7. Any Service Awards approved by the Court in conjunction with the Settlement shall be paid from the QSF and be in addition to the Individual Settlement Payment otherwise owed to Plaintiffs pursuant to this Stipulation.

11.8. Because the Service Awards represents payment to the Plaintiffs for their service to the Class Members and consideration for Class Representatives' Released Claims taxes will not be withheld from the Service Awards. The Administrator will report the Service Awards on an IRS Form 1099, and any other required tax forms, and will provide said forms to the Plaintiffs and to the pertinent taxing authorities as required by law. Plaintiffs will assume full responsibility for paying all taxes, if any, due as a result of the Service Awards and agree to respectively indemnify Defendant and Release Parties for any such taxes owed by Plaintiffs related to the Service Awards.

12. Administrator

12.1. Class Counsel is solely responsible for all Administrative Costs incurred by the Administrator and the Claims Administrator will be paid out of funds deposited in the QSF.

12.2. In the event that either Defendant or Class Counsel take the position that the Administrator is not acting in accordance with the terms of the Stipulation, such Party shall meet and confer with opposing counsel prior to raising any such issue with the Administrator or the Court and will present the issue to Hunter Hughes before raising it to the Court.

13. Termination of Settlement

13.1. In the event that this Stipulation is not approved in its entirety by the Court, excluding modifications that Defendant determines in its reasonable and good faith judgment not to be material modifications, or in the event that the Stipulation fails to become effective in accordance with its terms, or if the Effective Date does not occur, no payments shall be made by Defendant to anyone in accordance with the terms of this Stipulation. In such an event, the Stipulation (except for those provisions relating to non-admissibility and non-admission of liability set forth in this Stipulation) shall be deemed null and void, its terms and provisions shall have no further force and effect and shall not be used in the Actions, in any other proceeding or otherwise, for any purpose; the negotiations leading to the settlement set forth in this Stipulation may not be used as evidence for any purpose; Defendant shall retain the right to challenge all claims and allegations, to assert all applicable defenses, and to seek decertification on all applicable grounds; and any judgement or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid to Class Counsel, or reducing the amount of any Service Award, shall constitute grounds for cancellation or termination of this Stipulation or grounds for limiting any other provision of the Judgment.

13.2. Defendant shall have the right, in its sole discretion, to terminate this Settlement at any time prior to the Final Approval Order in the event that any of the following conditions occur:

13.2.1. This Stipulation is construed by the Court in such a fashion that would require Defendant to pay more than the Maximum Settlement Amount.

13.2.2. The Court does not approve the Release or otherwise issues an order that Defendant in its reasonable and good faith judgment deems inconsistent with any of the material terms of the Stipulation or the Exhibits to the Stipulation.

13.2.3. Two percent (2%) or more of the total number of Class Members submit timely and valid Opt-Out Requests.

13.3. To the extent Defendant chooses to exercise the option established in Paragraph 13.2 of this Stipulation and its subsections, it must do so through written notice sent to Class Counsel prior to the entry of the Final Approval Order and Defendant will be responsible for all costs incurred by the Administrator. If Defendant withdraws from the Settlement, Plaintiffs and Class Counsel reserve all rights to pursue the claims in their respective *Lacher* and *Mercer* Complaints.

13.4. In the event that the Settlement set forth in this Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Effective Date does not occur, notwithstanding any of the provisions of this Paragraph 13 and all its subsections, the Actions may proceed without prejudice as if this Stipulation had not been executed.

14. Miscellaneous Provisions

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

the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

14.2. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of receipt by facsimile or email or first-class mail, addressed as follows:

To Plaintiffs and the Settlement Class:

Harold Lichten, Esq.
Michelle Cassorla, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston Street
Suite 2000
Boston, MA 02116

Peter Winebrake, Esq.
R. Andrew Santillo, Esq.
Winebrake & Santillo, LLC
Twining Office Center
Suite 211
715 Twining Road
Dresher, Pennsylvania 19025

David E. Rothstein, Esq.
Rothstein Law Firm, PA
1312 Augusta Street
Greenville, SC 29605

Steven Schwartz, Esq.
Chimicles Schwartz Kriner & Donaldson-Smith LLP
361 West Lancaster Ave
Haverford, Pennsylvania 19041

To Defendant:

Michael Puma, Esq.
Morgan Lewis & Bockius
1701 Market St.
Philadelphia, PA 19103-2921

14.3. Plaintiffs, Class Counsel and Settlement Participants will not make statements to the media, on websites or through social media or in any other way to gain publicity regarding the fact or terms of the Settlement or any related documents, including this Stipulation. Settlement Participants will be reminded of this obligation via notice included with their Individual Settlement Payment checks. Notwithstanding the foregoing, Class Counsel may identify this case and the total settlement amount at issue in court filings as part of establishing adequacy of counsel and in connection with seeking approval of the Settlement itself. Defendant retains full authority to make accurate statements to the media or otherwise regarding the Settlement, to make any required public filings regarding the Settlement, and to disclose the Settlement and any details thereof as required by law. If Plaintiffs or Class Counsel are contacted by any form of media, bloggers or any other medium that could create publicity about the case or settlement, they will refer the person making the inquiry to publicly available court filings and not make any further statement.

14.4. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Participants or Plaintiffs with respect to this Action, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Maximum Settlement Amount except as expressly provided herein.

14.5. Plaintiffs represent that they have no claims against Defendant or any of the Released Parties that are not covered by the Release and Class Representatives' Released Claims. Class Counsel represent that, other than the Plaintiffs, they do not currently represent any person or persons who have filed any other pending claims, complaints, or grievances against Defendant or the Released Parties, or who are considering filing any claims, complaints, or grievances against Defendant or the Released Parties, nor are they aware of any individual who will opt-out

or object to the Settlement. Class Counsel also represent that Class Counsel have not used and will not use any information obtained from the settling of this Action to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant or the Released Parties.

14.6. This Stipulation may not be changed, altered, or modified, except in writing signed by the Parties hereto or their counsel of record. This Stipulation may not be discharged except by performance in accordance with its terms.

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

14.8. The failure to enforce at any time, or for any period of time, any one or more of the terms of this Settlement shall not be a waiver of such terms or conditions. Moreover, it shall not be a waiver of such Party's right thereafter to enforce each and every term and condition of this Settlement.

14.9. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent possible consistent with the law.

14.10. The Parties agree that the Court shall stay all proceedings in the Actions, except such proceedings necessary or appropriate to implement and complete the Settlement.

14.11. All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter, including e-mail attachments containing such materials, may be used only with respect to this Settlement, or any dispute between Class Members and Class Counsel regarding the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule, including Class Counsels' Confidentiality

Agreement with Defense Counsel, and all shall be returned to Defendant following Final Approval.

14.12. It is agreed that, for purposes of seeking approval of this class action settlement, this Stipulation may be executed on behalf of Settlement Participants by Class Counsel and the Plaintiffs.

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

14.14. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation and all Parties hereto and Settlement Participants submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

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

14.16. The terms of this Stipulation include the terms set forth in any Exhibits referred to herein, which are incorporated herein by reference.

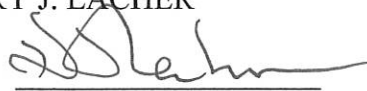
14.17. This Stipulation shall be construed and interpreted as if all of its language were prepared jointly by the Parties. No language in this Stipulation shall be construed against a Party on the ground that such Party drafted or proposed that language.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Stipulation on the dates indicated below:

Dated: 1-15, 2020

HENRY J. LACHER

By:


Henry J. Lacher

Dated: _____, 2020

DAVID MASONOFF

By:

David Masonoff

Dated: _____, 2020

WILLIAM WERONKO

By:

William Weronko

Dated: _____, 2020

LEVI GASTON

By:

Levi Gaston

Dated: _____, 2020

KATHLEEN CUSHING

By:

Kathleen Cushing

Dated: _____, 2020

DAVE KEEN

By:

Dave Keen

Dated: _____, 2020

BRENT SCOTT

By:

Brent Scott


Dated: _____, 2020

HENRY J. LACHER

By: _____
Henry J. Lacher

Dated: 1/15/2020, 2020

DAVID MASONOFF

By:  _____
David Masonoff

Dated: _____, 2020

WILLIAM WERONKO

By: _____
William Weronko

Dated: _____, 2020

LEVI GASTON

By: _____
Levi Gaston

Dated: _____, 2020

KATHLEEN CUSHING

By: _____
Kathleen Cushing

Dated: _____, 2020

DAVE KEEN

By: _____
Dave Keen

Dated: _____, 2020

BRENT SCOTT

By: _____
Brent Scott

Dated: _____, 2020

HENRY J. LACHER

By: _____
Henry J. Lacher

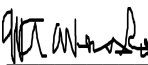
Dated: _____, 2020

DAVID MASONOFF

By: _____
David Masonoff

^{1/15}
Dated: _____, 2020

WILLIAM WERONKO

By:  _____
William Weronko

Dated: _____, 2020

LEVI GASTON

By: _____
Levi Gaston

Dated: _____, 2020

KATHLEEN CUSHING

By: _____
Kathleen Cushing

Dated: _____, 2020

DAVE KEEN

By: _____
Dave Keen

Dated: _____, 2020

BRENT SCOTT

By: _____
Brent Scott

Dated: _____, 2020

HENRY J. LACHER

By: _____
Henry J. Lacher

Dated: _____, 2020

DAVID MASONOFF

By: _____
David Masonoff

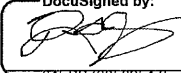
Dated: _____, 2020

WILLIAM WERONKO

By: _____
William Weronko

Dated: 1/15/2020, 2020

LEVI GASTON

By:  _____
Levi Gaston

Dated: _____, 2020

KATHLEEN CUSHING

By: _____
Kathleen Cushing

Dated: _____, 2020

DAVE KEEN

By: _____
Dave Keen

Dated: _____, 2020

BRENT SCOTT

By: _____
Brent Scott

Dated: _____, 2020

HENRY J. LACHER

By: _____
Henry J. Lacher

Dated: _____, 2020

DAVID MASONOFF

By: _____
David Masonoff

Dated: _____, 2020

WILLIAM WERONKO

By: _____
William Weronko

Dated: _____, 2020

LEVI GASTON

By: _____
Levi Gaston

Dated: _____, 2020
1/15/2020

KATHLEEN CUSHING

By:  _____
Kathleen Cushing

Dated: _____, 2020

DAVE KEEN

By: _____
Dave Keen

Dated: _____, 2020

BRENT SCOTT

By: _____
Brent Scott

Dated: _____, 2020

HENRY J. LACHER

By: _____
Henry J. Lacher

Dated: _____, 2020

DAVID MASONOFF

By: _____
David Masonoff

Dated: _____, 2020

WILLIAM WERONKO

By: _____
William Weronko

Dated: _____, 2020

LEVI GASTON

By: _____
Levi Gaston

Dated: _____, 2020

KATHLEEN CUSHING

By: _____
Kathleen Cushing

January 15

Dated: _____, 2020

DAVE KEEN

By:  _____
Dave Keen

Dated: _____, 2020

BRENT SCOTT

By: _____
Brent Scott

Dated: _____, 2020

HENRY J. LACHER

By: _____
Henry J. Lacher

Dated: _____, 2020

DAVID MASONOFF

By: _____
David Masonoff

Dated: _____, 2020

WILLIAM WERONKO

By: _____
William Weronko

Dated: _____, 2020

LEVI GASTON

By: _____
Levi Gaston

Dated: _____, 2020

KATHLEEN CUSHING

By: _____
Kathleen Cushing

Dated: _____, 2020

DAVE KEEN

By: _____
Dave Keen

01/15

Dated: _____, 2020

BRENT SCOTT

By: 
Brent Scott

Dated: _____, 2020
1/15/2020

CHARLES MAYER

By: 
Charles Mayer

Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

Dated: _____, 2020

SCOTT HERBST

By: _____
Scott Herbst

Dated: _____, 2020

EDUARDO PAULINO

By: _____
Eduardo Paulino

Dated: _____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: _____, 2020

JOYCE YIN

By: _____
Joyce Yin

Dated: _____, 2020

MICHAEL MERCER

By: _____
Michael Mercer

Dated: _____, 2020

LEO FORD

By: _____
Leo Ford

Dated: _____, 2020

CHARLES MAYER

By: _____
Charles Mayer

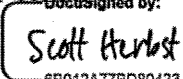
Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

Dated: _____, 2020
1/15/2020

SCOTT HERBST

By:  _____
Scott Herbst

Dated: _____, 2020

EDUARDO PAULINO

By: _____
Eduardo Paulino

Dated: _____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: _____, 2020

JOYCE YIN

By: _____
Joyce Yin

Dated: _____, 2020

MICHAEL MERCER

By: _____
Michael Mercer

Dated: _____, 2020

LEO FORD

By: _____
Leo Ford

Dated: _____, 2020

CHARLES MAYER

By: _____
Charles Mayer

Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

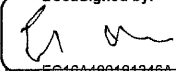
Dated: _____, 2020

SCOTT HERBST

By: _____
Scott Herbst

Dated: 1/15/2020, 2020

EDUARDO PAULINO

By:  _____
Eduardo Paulino

Dated: _____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: _____, 2020

JOYCE YIN

By: _____
Joyce Yin

Dated: _____, 2020

MICHAEL MERCER

By: _____
Michael Mercer

Dated: _____, 2020

LEO FORD

By: _____
Leo Ford

Dated: _____, 2020

CHARLES MAYER

By: _____
Charles Mayer

Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

Dated: _____, 2020

SCOTT HERBST

By: _____
Scott Herbst

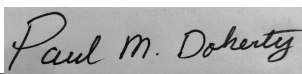
Dated: _____, 2020

EDUARDO PAULINO

By: _____
Eduardo Paulino

Dated: ^{1/15}_____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: _____, 2020

JOYCE YIN

By: _____
Joyce Yin

Dated: _____, 2020

MICHAEL MERCER

By: _____
Michael Mercer

Dated: _____, 2020

LEO FORD

By: _____
Leo Ford

Dated: _____, 2020

CHARLES MAYER

By: _____
Charles Mayer

Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

Dated: _____, 2020

SCOTT HERBST

By: _____
Scott Herbst

Dated: _____, 2020

EDUARDO PAULINO

By: _____
Eduardo Paulino

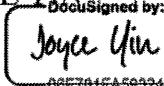
Dated: _____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: 1/15/2020, 2020

JOYCE YIN

By:  _____
Joyce Yin

Dated: _____, 2020

MICHAEL MERCER

By: _____
Michael Mercer

Dated: _____, 2020

LEO FORD

By: _____
Leo Ford

Dated: _____, 2020

CHARLES MAYER

By: _____
Charles Mayer

Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

Dated: _____, 2020

SCOTT HERBST

By: _____
Scott Herbst

Dated: _____, 2020

EDUARDO PAULINO

By: _____
Eduardo Paulino

Dated: _____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: _____, 2020

JOYCE YIN

By: _____
Joyce Yin

Dated: Jan 15th, 2020

MICHAEL MERCER

By:  _____
Michael Mercer

Dated: _____, 2020

LEO FORD

By: _____
Leo Ford

Dated: _____, 2020

CHARLES MAYER

By: _____
Charles Mayer

Dated: _____, 2020

JANELL PETERSON

By: _____
Janell Peterson

Dated: _____, 2020

SCOTT HERBST

By: _____
Scott Herbst

Dated: _____, 2020

EDUARDO PAULINO

By: _____
Eduardo Paulino

Dated: _____, 2020

PAUL DOHERTY

By: _____
Paul Doherty

Dated: _____, 2020

JOYCE YIN

By: _____
Joyce Yin


Dated: _____, 2020

MICHAEL MERCER

By: _____
Michael Mercer

Dated: January 15, 2020

LEO FORD

By: 
Leo Ford

Dated: _____, 2020


ARAMARK

By: _____
Christopher Havener
VP & Associate General Counsel

APPROVED AS TO FORM ONLY

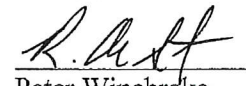
Dated: January 15, 2020

LICHTEN & LISS-RIORDAN, P.C.

By: 
Harold Lichten
Michelle Cassorla

Dated: January 15, 2020

WINEBRAKE & SANTILLO, LLC

By: 
Peter Winebrake
R. Andrew Santillo

Dated: January 15, 2020

ROTHSTEIN LAW FIRM, PA

By: 
David E. Rothstein

Dated: January __, 2020

CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP

By: _____
Steven A. Schwartz
Mark B. DeSanto
Samantha Holbrook

Attorneys for Plaintiffs and the Settlement Class

Dated: January __, 2020

MORGAN LEWIS & BOCKIUS LLP

By: _____
Michael J. Puma
Attorneys for Aramark

Dated: January 15, 2020

ARAMARK

By:


Christopher Havener
VP & Associate General Counsel

APPROVED AS TO FORM ONLY

Dated: January __, 2020

LICHTEN & LISS-RIORDAN, P.C.

By:

Harold Lichten
Michelle Cassorla

Dated: January __, 2020

WINEBRAKE & SANTILLO, LLC

By:

Peter Winebrake
R. Andrew Santillo

Dated: January __, 2020

ROTHSTEIN LAW FIRM, PA

By:

David E. Rothstein

Dated: January __, 2020

CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP

By:

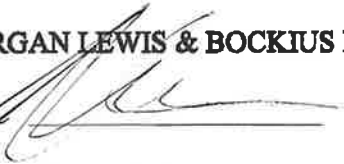
Steven A. Schwartz
Mark B. DeSanto
Samantha Holbrook

Attorneys for Plaintiffs and the Settlement Class

Dated: January __, 2020

MORGAN LEWIS & BOCKIUS LLP

By:


Michael J. Puma
Attorneys for Aramark

Dated: _____, 2020

ARAMARK

By: _____

Christopher Havener
VP & Associate General Counsel

APPROVED AS TO FORM ONLY

Dated: January __, 2020

LICHTEN & LISS-RIORDAN, P.C.

By: _____

Harold Lichten
Michelle Cassorla

Dated: December January __, 2020

WINEBRAKE & SANTILLO, LLC

By: _____

Peter Winebrake
R. Andrew Santillo

Dated: January __, 2020

ROTHSTEIN LAW FIRM, PA

By: _____

David E. Rothstein

Dated: January 15, 2020

CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP

By:  _____

Steven A. Schwartz
Mark B. DeSanto
Samantha Holbrook

Attorneys for Plaintiffs and the Settlement Class

Dated: January __, 2020

MORGAN LEWIS & BOCKIUS LLP

By: _____

Michael J. Puma
Attorneys for Aramark

Exhibit 1

NOTICE OF SETTLEMENT

***In re Aramark Bonus Litigation*, Case No. 2:19-cv-00687-JP
United States District Court, Eastern District of Pennsylvania**

TO: [INSERT NAME]

YOU ARE COVERED BY THE SETTLEMENT OF THESE CLASS ACTION LAWSUITS.

THE UNITED STATES DISTRICT COURT HAS AUTHORIZED THIS NOTICE, WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY.

1. What is the Lawsuit About?

The United States District Court for the Eastern District of Pennsylvania (“the Court”) in Philadelphia, PA presides over this consolidated class action lawsuit.

In February and June 2019, former Aramark employees Henry Lacher and Michael Mercer and Leo Ford filed two class action lawsuits against Aramark Corporation (“Aramark” or the “Company”) titled *Lacher et al., v. Aramark Corporation*, Case No. 2:19-cv-00687-JP (E.D. Pa) and *Mercer et al., v. Aramark Corporation*, Case No. 2:19-cv-02762-JP (E.D. Pa.). The cases have been consolidated for settlement purposes only under the caption *In re Aramark Bonus Litigation*, Case No. 2:19-cv-00687-JP (E.D. Pa). The two cases collectively alleged that Aramark violated various state and common laws by failing to pay MIB and FLM bonuses to eligible Band 4-8 managers for Fiscal Year 2018. The *Mercer* Complaint also raised some other claims, including claims that Aramark failed to convert restricted stock units (“RSU”s) held by 41 Aramark employees into Aramark common stock (or cash) due to Aramark’s sale of its Healthcare Technologies (“HCT”) line of business as a going concern to TRIMEDX.

Aramark asserts that both the *Lacher* and *Mercer* cases lack merit and filed motions with the Court seeking to dismiss them. Aramark also filed motions asking the Court to eliminate (or “strike”) the class action claims in both cases which, if granted, would have prevented the named plaintiffs from representing the proposed groups of allegedly bonus-eligible Aramark managers on a class action basis. Counsel for the *Lacher* and *Mercer* Plaintiffs filed oppositions asking the Court to deny Aramark’s motions.

2. Why is there a settlement?

While the Court was reviewing Aramark’s motions to dismiss and motions to strike, the parties began discussing potentially resolving both the *Lacher* and *Mercer* cases. The parties hired a very respected third-party mediator named Hunter Hughes to work with them to see if a settlement could be reached before the Court ruled on Aramark’s motions. The parties exchanged relevant information and provided Mr. Hughes with detailed briefs setting forth their analysis of the facts and the law and their settlement positions. The parties participated in a full-day settlement conference with Mr. Hughes on November 5, 2019 in Atlanta, Georgia. The parties continued to negotiate on November 6th and 7th. On November 8, 2019, the parties reached an agreement in principle to settle both the *Lacher* and *Mercer* cases for a total of \$21,000,000.

The Court had not decided who would win these lawsuits when the parties agreed to the settlement. Each side still risked losing the lawsuits. In reaching this settlement, Aramark has not admitted that it violated any laws. Rather, Aramark has continued to assert that these lawsuits lacked merit and that the motions it filed with the

Court to dismiss the cases and/or eliminate the class action claims would have ultimately been successful or that it otherwise would have won on various other defenses later in the litigation.

The settlement is a compromise. It allows both Aramark and the managers to avoid the costs, delays, and risks of further litigation and provides money to Settlement Class Members who do not exclude themselves from the settlement.

3. What does the settlement provide?

The proposed settlement of these cases requires Aramark to pay a total \$21,000,000 and includes the following class: “all other Aramark employees in Bands 4-8 who were eligible for MIB or FLM bonuses for fiscal year 2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for fiscal year 2018 prior to November 15, 2019; (2) expressly released their claims in this case in a severance agreement after receiving a description of the claims in the case and a disclaimer that they would be releasing their right to participate in the case as a potential class member; or (3) signed a general release in a severance agreement before the cases were filed.” These individuals are called “Settlement Class Members.” The proposed class does not include: persons who were not employed by Aramark as of the last day of Aramark’s fiscal year 2018 and therefore were not eligible for bonuses, except to the extent Aramark entered into a separate, written agreement providing that they would be paid an MIB or FLM bonus for fiscal year 2018.

The Court will decide whether the settlement is fair and reasonable. If the Court approves the settlement, the \$21,000,000 will be distributed to Settlement Class Members after deduction of approved attorneys’ fees and expenses for the lawyers representing the managers in the *Lacher* and *Mercer* cases, plus approved service awards for the named plaintiffs, and settlement administration expenses. If the Court approves the fees, expenses, and service awards requested by the named plaintiffs and their lawyers, approximately \$15,500,000 (less applicable payroll tax withholding and deductions) will be distributed to the approximately 4,500 bonus-eligible managers who are Settlement Class Members and potentially covered by this settlement.

Individual settlement payments are calculated as follows: (a) all Settlement Class Members will receive an amount equal to the difference between your Estimated Bonus for Fiscal Year 2018 and the amount of any MIB Payments (for Band 4 managers) *and/or* any Special Recognition Award or similar award you received in February 2019, to the extent your Estimated Bonus for Fiscal Year 2018 was greater than the total of the other payments you received; plus (b) for Band 5-8 Settlement Class Members only, an amount equal to approximately 6.5% of your estimated Fiscal Year 2018 Bonus; plus (c) all Settlement Class Members will receive a payment of \$250.00. In addition, the 41 class members whose RSUs were voided due to Aramark’s sale of its HCT division as a going concern to TRIMEDX will receive an additional \$2,000 each, or a total of \$82,000 of the \$21,000,000 settlement, in exchange for their release of any RSU-related claims. According to Aramark’s records, you **are/are not** one of the 41 class members who are entitled to this additional payment.

ACCORDING TO ARAMARK’S RECORDS AND BASED ON THE ABOVE FORMULA, IF THE COURT APPROVES THE SETTLEMENT, YOU WILL RECEIVE A GROSS SETTLEMENT PAYMENT OF \$_____ SUBJECT TO PAYROLL TAXES AND WITHHOLDINGS.

Your individual gross settlement payment was calculated as follows:

[] (Difference between your estimated Fiscal Year 2018 bonus and any Special Recognition Award, other similar award, or MIB payment you actually received)
 +
 [] (Additional payment for Settlement Class Members in Bands 5-8)
 +
 [] (Additional payment related to Healthcare Technology RSUs)

+
\$250.00 (Base Payment Made to all Class Members)

=

YOUR TOTAL GROSS SETTLEMENT PAYMENT: [REDACTED] (subject to payroll taxes and withholdings).

If you have any questions about the calculation of your gross settlement payment amount, please call any of the law firms listed in Section 7. Also, if you believe that the information Aramark provided above is not accurate, you can send a letter to:

[INSERT SETTLEMENT ADMINISTRATOR AND ADDRESS]

All such correspondence will be reviewed on an individual basis and must be postmarked no later than [insert 40 days after mailing] to be considered.

Importantly, 70% of your gross settlement payment will be treated like a payroll check and will be reduced to account for all taxes and wage withholdings ordinarily incurred by both employees and employers. You will receive an IRS W-2 form reflecting this portion of the settlement payment and all withheld taxes. The remaining 30% of your gross settlement payment will be treated like a non-payroll check that will not have any taxes withheld. You will receive an IRS 1099 form reflecting this portion of your settlement payment. While no taxes will be withheld from the non-wage portion of your gross settlement payment, you are individually responsible for reporting your entire settlement amount on your tax returns and for paying all taxes associated with this income. We encourage you to consult your tax professional regarding this income.

Again, if you have any questions about your gross settlement payment amount we encourage you to call any of the law firms listed in Section 7.

4. How can I receive a settlement payment?

If this Notice is addressed to you, then you are covered by the settlement and ***you do not need to do anything to receive a settlement payment.*** The Settlement Administrator will automatically mail you a check. Of course, the payment will not be made unless and until the Court approves the settlement. To make sure that you receive any payment approved by the Court or future correspondence, please provide any changes to your mailing address by filling out the Change of Address Form attached to this Notice and sending it to the Settlement Administrator.

5. What do I give up by receiving a settlement payment?

If you do not exclude yourself from the settlement by following the procedures in Section 6, you will release and forever discharge Aramark and its past and present parents, subsidiaries, affiliates and joint venturers and each of their past and present directors, officers, agents, employees, lawyers, benefit plans and plan administrators, and each of their successors and assigns (“Releasees”), from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, which were pled in the *Lacher* and *Mercer* cases and/or could have been pled in those cases arising prior to **January 15, 2020**, the date of filing of preliminary approval papers in support of the Settlement related to bonuses and restricted stock units for fiscal years 2018 and prior years, including all claims for breach of contract, promissory estoppel, unjust enrichment, breach of contract accompanied by a fraudulent act, as well as all claims under the South Carolina Payment of Wages Act, the North Carolina Wage and Hour Act, the Illinois Wage Payment and Collection Law, the Pennsylvania Wage Payment and Collection Law, the Delaware Wage Payment and Collection Act, New York Labor Law, the Iowa Wage Payment Collection Law, the Massachusetts Payment of Wages Act, California Labor Code § 204, the

California Unfair Competition Law, the California Private Attorneys General Act, or any other state or local law or regulation or common law theory for incentive or bonus compensation, restricted stock units, or any related penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief, including any derivative and/or related claims to the claims released.

In addition, if you do not exclude yourself from the settlement, you should refrain from making statements to the media, on websites or through social media or in any other way to gain publicity regarding the fact or terms of the settlement.

If you have any questions about the scope of this release, please call any of the law firms listed in Section 7.

6. How do I exclude myself from this settlement?

If you do not want to participate in the settlement, then you must take steps to exclude yourself.

To exclude yourself, you must prepare a note or letter stating: "I wish to be excluded from the Aramark Bonus Lawsuit." The letter or note may be typed or handwritten. Be sure to include your signature, name, full address, and phone number. To be valid, your exclusion request *must be postmarked no later than [insert 40 days after mailing]* and be mailed to:

[INSERT SETTLEMENT ADMINISTRATOR AND ADDRESS]

Importantly, if you exclude yourself from the settlement, you will not receive any money payment, you will not be legally bound by the settlement, and you will not waive or release any legal claims against Aramark or the Releasees, including those described in Section 5.

7. Do I have a lawyer?

The named Plaintiffs and other individuals who do not exclude themselves from the settlement are represented by the following law firms (collectively "Class Counsel"):

Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston, MA 02116;
Phone: (617) 994-5800 or claims@llrlaw.com

Winebrake & Santillo, LLC, 715 Twining Road, Suite 211, Dresher, PA 19025;
Phone: (215) 884-2491 or asantillo@winebrakelaw.com

Rothstein Law Firm, PA, 1312 Augusta Street, Greenville, SC 29605;
Phone: (864) 232-5870 or drothstein@rothsteinlawfirm.com

Chimicles Schwartz Kriner & Donaldson-Smith LLP, 361 West Lancaster Ave., Haverford, PA 19041;
Phone: (610) 642-8500 or Aramarksettlement@chimicles.com

Lawyers from these firms will answer your questions about the lawsuit and settlement free of charge and in strict confidence. If you call, please identify yourself as a "Class Member" in the "Aramark Bonus Lawsuit" and ask to speak with one of the assigned lawyers. However, class members may enter an appearance through attorneys of their own if they so choose.

8. How do the lawyers get paid and do the Named Plaintiffs receive any extra money?

You will *not* pay any legal fees or expenses out of your individual settlement payment described in Section 3.

Rather, the above law firms will ask the Court to award Class Counsels' legal fees not to exceed \$5,250,000 and expenses/costs not to exceed \$50,000. Class Counsel will also request that the Court approve the fees and costs of the Settlement Administrator. The Court has not yet decided whether it will approve these requested awards for fees and expenses. If the Court does approve the requests, the resulting legal fees, administrative fees, and expenses will equal no more than 25.4% of the total \$21,000,000 value of the settlement.

In addition, the above lawyers will ask the Judge to approve an extra "service award" payment of \$25,000 to Mr. Lacher and individual \$10,000 service award payments to Mr. Mercer, Mr. Ford, and the twelve other named plaintiffs in the *Lacher* case. These proposed service award payments, which total \$165,000, are to recognize these individuals for their roles in starting this lawsuit and obtaining a recovery for the proposed class of allegedly bonus-eligible Band 4-8 managers. In addition, these individuals have agreed to a broad "general release" of any and all claims they may potentially have against Aramark. This general release is much more expansive than the release of claims described in Section 5 for all other members of the proposed class. The Judge has not yet decided whether he will approve these requested service awards.

9. How can I object to the settlement?

You can object to the settlement if you believe it is unfair or should not be approved. The Court will consider your objection in deciding whether to approve the settlement.

To object to the settlement, you must prepare a letter or note stating that you "object" to the settlement in the Aramark Bonus Lawsuit. The letter or note may be handwritten or typed. Be sure to include your signature, full name, address, and telephone number. You may (but are not required to) consult with or retain an attorney to assist you in drafting the objection. If you are not being assisted by an attorney, simply do your best to describe the reasons why you object to the settlement.

However, if you do object, your written objection must provide the following: (a) your name, address, telephone number, email address, and, if different, the name and address on the copy of this Notice; (b) a statement with specificity of the grounds for the objection along with any supporting papers, materials, briefs or evidence that you would like the Court to consider when reviewing the objection; (c) whether the objection applies only to you, to a specific subset of Settlement Class Members, or to all Settlement Class Members; (d) your actual written signature; and (e) a statement whether you and/or your counsel intend to appear at the Final Approval Hearing. Please insure that all of the information contained in your written objection is clearly printed and legible. If you and/or your counsel has previously objected to a class action settlement, the objection must also disclose all cases in which an objection has been filed by caption, court and case number, and for each case, the disposition of the objection, including whether any payments were made to you and/or your counsel, and if so, what incremental benefits, if any, were achieved for the class in exchange for such payments.

To be valid, your objection *must be postmarked no later than* **[insert 40 days after mailing]** and be mailed to:

[INSERT SETTLEMENT ADMINISTRATOR AND ADDRESS]

10. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. **You are not required or expected to attend that hearing.** However, you certainly are welcome to attend.

The hearing will take place on _____, 2019 at ___ in Courtroom ___ of the United States Courthouse, 601 Market Street, Philadelphia, PA 19106. The date and time of this hearing may be changed by the Court with or without notice.

During the hearing, the Court will consider whether the settlement is fair and should be approved. The Court also will consider any written objections to the settlement and will hear from any individuals covered by the lawsuit (or their legal representatives) who wish to be heard.

11. How do I obtain more information?

This Notice summarizes the most important aspects of the proposed settlement. You can obtain further information by calling any of the law firms listed in Section 7 or visiting the Settlement website at www.XXXXXX.com, where you can access copies of important case documents, such as the Complaints, the Settlement Agreement, the papers filed in support of the settlement and request for attorneys' fees, expenses and service awards, plus relevant orders issued by the Court.

Dated: _____, 2020

Exhibit 2

In re Aramark Bonus Litigation, Case No. 2:19-cv-00687-JP

[insert administrator name, address and telephone number]

Email: **[INSERT].com**

CLASS MEMBER NAME

ADDRESS1

ADDRESS2

CITY, STATE ZIP

Change of Address

I wish to change my mailing address to the following:

Name: _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

I understand that all future correspondence in this action, including, but not necessarily limited to, important notices or payments to which I am entitled (if any), will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____, 2019

Submitted by:

Print Name

Signature

PLEASE RETURN THIS FORM VIA U.S. MAIL TO:

In re Aramark Bonus Litigation
[insert administrator name, address]

Exhibit 3

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HENRY J. LACHER, DAVID MASONOFF,
WILLIAM WERONKO, LEVI GASTON,
KATHLEEN CUSHING, DAVE KEEN,
BRENT SCOTT, CHARLES MAYER,
JANELL PETERSON, SCOTT HERBST,
EDUARDO PAULINO, PAUL DOHERTY,
and JOYCE YIN, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-00687-JP

MICHAEL MERCER and LEO FORD, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-02762-JP

ORDER

AND NOW, this ___ day of _____, 2020, upon
consideration of Plaintiffs' "Unopposed Motion for Preliminary Approval of the Class
Action Settlement and Other Related Relief" ("Motion") (Doc. 32), the accompanying

“Joint Stipulation of Settlement” (“Stipulation”) (Doc. 32-1)¹ and the Exhibits thereto, the accompanying Declarations of R. Andrew Santillo (Doc. 32-2), David Rothstein (Doc. 32-3), Harold Lichten (Doc. 32-4), and Steven Schwartz (Doc. 32-5), and the accompanying memorandum of law (Doc. 32-6), and all other papers and proceedings herein, it is hereby **ORDERED** that:

1. The Motion is **GRANTED**, and the Settlement of the above-referenced actions (which were consolidated for settlement purposes only) is **PRELIMINARILY APPROVED** because it appears that, at the final approval stage, the Court “will likely be able to” approve the settlement under the criteria described in Federal Rule of Civil Procedure (“Civil Rule”) 23(e)(2) and certify the settlement class² under the criteria

¹ The capitalized and defined terms in this Order shall have the same meaning as the defined terms in the Stipulation.

² The proposed settlement class consists of:

Plaintiffs in the Actions, as well as all other Aramark employees in Bands 4-8 who were eligible for Management Incentive Bonus (“MIB”) or Front Line Manager (“FLM”) bonuses for FY2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for FY2018 prior to November 15, 2019; (2) expressly released their claims in this case in a severance agreement after receiving a description of the claims in the case and a disclaimer that they would be releasing their right to participate in the case as a potential class member; or (3) signed a general release in a severance agreement before this case was filed (collectively, the “Settlement Class”). Excluded from the Settlement Class are (i) persons who were not employed by Aramark as of the last day of Aramark’s FY2018 and therefore were not eligible for bonuses and thus are not in the Settlement Class, except to the extent Aramark entered into a separate, written agreement providing that they would be paid an MIB or FLM bonus for FY2018; and (ii) persons who timely and properly exclude themselves from the Settlement Class as provided in this Stipulation.

Stipulation (Doc. 32-1) at paragraph 2.8.

described in Civil Rules 23(a) and 23(b)(3). See Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii).

2. The “Notice of Settlement” form (“Notice”) attached to the Stipulation as Exhibit 1 and the notice protocols described in Paragraph 7 of the Stipulation are approved pursuant to Civil Rules 23(c)(2)(B) and 23(e)(1). The Notice shall be sent to the 4,501 individuals covered by the proposed Stipulation.

3. The Court appoints Rust Consulting as the Settlement Administrator subject to the terms and conditions of the parties’ Stipulation, and it shall perform all duties and responsibilities of the Settlement Administrator as set forth in that Stipulation.

4. Individuals who wish to exclude themselves from the Settlement must follow the procedures described in Paragraph 8 of the Stipulation and Section 6 of the Notice.

5. Individuals who wish to object to the Settlement must follow the procedures described in Paragraph 8 of the Stipulation and Section 9 of the Notice.

6. The law firms of Lichten & Liss-Riordan, P.C., Winebrake & Santillo, LLC, Rothstein Law Firm, PA, and Chimicles Schwartz Kriner & Donaldson-Smith LLP are appointed interim Class Counsel pursuant to Civil Rule 23(g)(3) and shall ensure that the notice process contemplated by the Stipulation is followed. The Court will make its final decision regarding the permanent appointment of Class Counsel after the final approval and pursuant to the criteria described in Civil Rule 23(g)(1).

7. Pursuant to Civil Rule 23(e)(2), a hearing addressing Final Approval of the Settlement, referred to as the “Final Approval Hearing,” will be held on _____, 2020 at _____ in Courtroom ____ of the United

States Courthouse, 601 Market Street, Philadelphia, PA 19106.³ During this hearing, the Court will hear from any objectors who did not submit timely/valid Opt-Out Requests or other Class Members who wish to address the Court and will hear argument from counsel regarding, *inter alia*, the following issues: whether the Settlement warrants final approval under Civil Rule 23(e)(2); whether the Settlement Class should be certified under Civil Rules 23(a) and 23(b)(3); whether the Service Awards described in paragraph 11.5 of the Agreement should be approved; and whether the Class Counsel's fees/costs sought by interim Class Counsel and described in Paragraph 11.1 of the Stipulation should be approved under Civil Rule 23(h).

8. Fourteen (14) calendar days prior to the Final Approval Hearing, interim Class Counsel shall file all papers in support of the Final Approval of the Settlement and the associated issues described in Paragraphs 6-7 above.

9. All other proceedings in the Actions are stayed pending the completion of the settlement approval process.

BY THE COURT:

John R. Padova, J.

³ **Note to the Court:** Because it is anticipated that the Notice process will take approximately 71 days to complete following the entry of this Order, *see* Stipulation (Doc. 32-1) at ¶¶ 2.23-2.26, 7.1-7.3, 8.1-8.2, the parties respectfully suggest that the final approval hearing be scheduled no earlier than 100 calendar days after the entry of this Order.

Exhibit 4

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HENRY J. LACHER, DAVID MASONOFF,
WILLIAM WERONKO, LEVI GASTON,
KATHLEEN CUSHING, DAVE KEEN,
BRENT SCOTT, CHARLES MAYER,
JANELL PETERSON, SCOTT HERBST,
EDUARDO PAULINO, PAUL DOHERTY,
and JOYCE YIN, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-00687-JP

MICHAEL MERCER and LEO FORD, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-02762-JP

ORDER

AND NOW, this ___ day of _____, 2020, upon consideration of
Plaintiffs' "Unopposed Motion for Certification of the Settlement Class/Collective, Final
Approval of the Class/Collective Settlement, and Other Associated Relief" ("Motion") (Doc. ___),

the accompanying “Joint Stipulation of Settlement” (“Stipulation”) (Doc. ___-1),¹ and the Exhibits thereto, the accompanying declarations of the accompanying Declarations of Peter Winebrake (Doc. ___-2), David Rothstein (Doc. ___-3), Harold Lichten (Doc. ___-4), Steven Schwartz (Doc. ___-5), and [INSERT SETTLEMENT ADMINISTRATOR PERSON] (Doc. ___-6), the accompanying memorandum of law (Doc. ____), the presentations of counsel during the _____, 2020 Final Approval Hearing, and all other papers and proceedings herein, it is hereby **ORDERED** that the Motion is **GRANTED** as follows:

1. The Court has jurisdiction over the subject matter of the above-captioned and consolidated actions and all parties to the actions: the named Plaintiffs, Defendant, and the “Settlement Class” or all “Settlement Class Members,” which consists of:

Plaintiffs as well as all other Aramark employees in Bands 4-8 who were eligible for Management Incentive Bonus (“MIB”) or Front Line Management (“FLM”) bonuses for FY2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for FY2018 prior to November 15, 2019; (2) expressly released their claims in this case in a severance agreement after receiving a description of the claims in the case and a disclaimer that they would be releasing their right to participate in the case as a potential class member; or (3) signed a general release in a severance agreement before this case was filed. Excluded from the Settlement Class are (i) persons who were not employed by Aramark as of the last day of Aramark’s FY2018 and therefore were not eligible for bonuses and thus are not in the Settlement Class, except to the extent Aramark entered into a separate, written agreement providing that they would be paid an MIB or FLM bonus for FY2018; and (ii) [INSERT NAMES] who timely and properly excluded themselves from the Settlement Class as provided in the Stipulation.

See Stipulation (Doc. ___-1) at ¶ 2.8.

2. Solely for purposes of effectuating the Settlement, the Court finds that the Settlement Class satisfies Civil Rule 23(a)’s four requirements – numerosity, commonality, typicality, and adequacy of representation – as well as Civil Rule 23(b)(3) additional

¹ The capitalized and defined terms in this Order shall have the same meaning as the defined terms in the Stipulation.

requirements that common questions of law or fact “predominate over any questions affecting only individual members” and that “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Since the Rule 23 class is being certified here for settlement purposes only, the Court need not (and does not) address the manageability requirement of Rule 23(b)(3). See Amchem Products, Inc. v. Windsor, 521 U.S. 591 (1997).

3. The Court finds that the distribution by first-class mail of the Notice Packet constituted the best notice practicable under the circumstances to all persons within the definition of the Settlement Class and fully met the requirements of due process under the United States Constitution and applicable state laws. Based on evidence and other material submitted in conjunction with the Final Settlement Approval Hearing, the actual notice to the Settlement Class was adequate. These papers informed Settlement Class Members of the terms of the Settlement, their share of the settlement proceeds, their right to object to the Settlement, or to elect not to participate in the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Settlement Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

4. The Court **APPROVES** the Settlement of the above-captioned actions, and each of the releases and other terms set forth in the Stipulation, as fair, just, reasonable and adequate as to the Settlement Class, Plaintiffs, and Defendant. The Court specifically finds that the Settlement is rationally related to the strength of Plaintiffs’ claims given the risk, expense, complexity, and duration of further litigation. The Court also finds that the Stipulation is the result of arm’s-length negotiations between experienced counsel representing the interests of the Settlement Class and Defendant, after thorough factual and legal investigation. The parties and

the Settlement Administrator are directed to perform in accordance with the terms set forth in the Stipulation. The Court finds that the proposed plan of allocation is rationally related to the relative strengths and weaknesses of the respective claims asserted, the scope of claims asserted, and the releases provided by Settlement Class Members. The mechanisms and procedures set forth in the Stipulation by which payments are to be calculated and made to Settlement Class Members are fair, reasonable, and adequate. Payments to the Settlement Class Members shall be made according to those allocations and pursuant to the procedure set forth in the Stipulation.

5. The Court finds the \$15,500,000.00 payment to the Settlement Class members described in paragraph 1 above to be “fair, reasonable, and adequate” under the criteria described in Fed. R. Civ. P. 23(e)(2) and therefore **APPROVES** this payment.

6. The Court **APPROVES** the payment of \$165,000.00 in Service Awards to Plaintiffs.

7. The Court **APPOINTS** the law firms of Lichten & Liss-Riordan, P.C., Winebrake & Santillo, LLC, Rothstein Law Firm, PA, and Chimicles Schwartz Kriner & Donaldson-Smith LLP to serve as Class Counsel. The record establishes that these firms are qualified to serve as class counsel under the criteria described in Civil Rule 23(g)(1)(A).

8. The Court **APPROVES** the payment of \$5,335,000.00 to class counsel. As evidenced by the declarations of Class Counsel, this amount will reimburse Class Counsel for reasonable litigation and settlement administration expenses totaling \$_____. The remaining \$_____ is attributable to attorney’s fees. This fee payment – which amounts to ____% of the total \$21,000,000.00 Maximum Settlement Amount – falls within the range of fee awards in other class action settlements within the Third Circuit. See Ripley v. Sunoco, Inc., 287 F.R.D. 300, (E.D. Pa. 2012); Williams v. Aramark Sports, LLC, 2011 U.S. Dist. LEXIS

102173, *31-32 (E.D. Pa. Sept. 9, 2011). Also, the fee award is supported by the factors described in Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 193 n. 1 (3d Cir. 2000) and In re Prudential Insurance Company America Sales Practice Litig., 148 F.3d 283 (3d Cir. 1998).

9. By operation of this Order and upon the effective date of the Judgment, Plaintiffs shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Class Representatives' Released Claims against the Released Parties as set forth in Paragraph 10.2 of the Stipulation.

10. By operation of this Order and upon the effective date of the Judgment, all Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all claims against the Released Parties in the Release as set forth in Paragraph 10.1 of the Stipulation.

11. By operation of this order and upon the effective date of the Judgment, Settlement Class Members shall not prosecute any other actions against the Released Parties in the Release as set forth in Paragraph 10.1 of the Stipulation.

12. These actions are hereby **DISMISSED WITH PREJUDICE**, although the Court will continue to maintain jurisdiction over the enforcement of the Settlement.

BY THE COURT:

John R. Padova, J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HENRY J. LACHER, DAVID MASONOFF,
WILLIAM WERONKO, LEVI GASTON,
KATHLEEN CUSHING, DAVE KEEN,
BRENT SCOTT, CHARLES MAYER,
JANELL PETERSON, SCOTT HERBST,
EDUARDO PAULINO, PAUL DOHERTY,
and JOYCE YIN, on behalf of themselves and
others similarly situated,

Plaintiffs,

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CASE NO. 2:19-cv-00687-JP

MICHAEL MERCER and LEO FORD, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

ARAMARK CORPORATION,

Defendant.

CASE NO. 2:19-cv-02762-JP

ORDER

AND NOW, this ___ day of _____, 2020, upon
consideration of Plaintiffs' "Unopposed Motion for Preliminary Approval of the Class
Action Settlement and Other Related Relief" ("Motion") (Doc. 32), the accompanying

“Joint Stipulation of Settlement” (“Stipulation”) (Doc. 32-1)¹ and the Exhibits thereto, the accompanying Declarations of R. Andrew Santillo (Doc. 32-2), David Rothstein (Doc. 32-3), Harold Lichten (Doc. 32-4), and Steven Schwartz (Doc. 32-5), and the accompanying memorandum of law (Doc. 32-6), and all other papers and proceedings herein, it is hereby **ORDERED** that:

1. The Motion is **GRANTED**, and the Settlement of the above-referenced actions (which were consolidated for settlement purposes only) is **PRELIMINARILY APPROVED** because it appears that, at the final approval stage, the Court “will likely be able to” approve the settlement under the criteria described in Federal Rule of Civil Procedure (“Civil Rule”) 23(e)(2) and certify the settlement class² under the criteria

¹ The capitalized and defined terms in this Order shall have the same meaning as the defined terms in the Stipulation.

² The proposed settlement class consists of:

Plaintiffs in the Actions, as well as all other Aramark employees in Bands 4-8 who were eligible for Management Incentive Bonus (“MIB”) or Front Line Manager (“FLM”) bonuses for FY2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for FY2018 prior to November 15, 2019; (2) expressly released their claims in this case in a severance agreement after receiving a description of the claims in the case and a disclaimer that they would be releasing their right to participate in the case as a potential class member; or (3) signed a general release in a severance agreement before this case was filed (collectively, the “Settlement Class”). Excluded from the Settlement Class are (i) persons who were not employed by Aramark as of the last day of Aramark’s FY2018 and therefore were not eligible for bonuses and thus are not in the Settlement Class, except to the extent Aramark entered into a separate, written agreement providing that they would be paid an MIB or FLM bonus for FY2018; and (ii) persons who timely and properly exclude themselves from the Settlement Class as provided in this Stipulation.

Stipulation (Doc. 32-1) at paragraph 2.8.

described in Civil Rules 23(a) and 23(b)(3). See Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii).

2. The “Notice of Settlement” form (“Notice”) attached to the Stipulation as Exhibit 1 and the notice protocols described in Paragraph 7 of the Stipulation are approved pursuant to Civil Rules 23(c)(2)(B) and 23(e)(1). The Notice shall be sent to the 4,501 individuals covered by the proposed Stipulation.

3. The Court appoints Rust Consulting as the Settlement Administrator subject to the terms and conditions of the parties’ Stipulation, and it shall perform all duties and responsibilities of the Settlement Administrator as set forth in that Stipulation.

4. Individuals who wish to exclude themselves from the Settlement must follow the procedures described in Paragraph 8 of the Stipulation and Section 6 of the Notice.

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6. The law firms of Lichten & Liss-Riordan, P.C., Winebrake & Santillo, LLC, Rothstein Law Firm, PA, and Chimicles Schwartz Kriner & Donaldson-Smith LLP are appointed interim Class Counsel pursuant to Civil Rule 23(g)(3) and shall ensure that the notice process contemplated by the Stipulation is followed. The Court will make its final decision regarding the permanent appointment of Class Counsel after the final approval and pursuant to the criteria described in Civil Rule 23(g)(1).

7. Pursuant to Civil Rule 23(e)(2), a hearing addressing Final Approval of the Settlement, referred to as the “Final Approval Hearing,” will be held on _____, 2020 at _____ in Courtroom ____ of the United

States Courthouse, 601 Market Street, Philadelphia, PA 19106.³ During this hearing, the Court will hear from any objectors who did not submit timely/valid Opt-Out Requests or other Class Members who wish to address the Court and will hear argument from counsel regarding, *inter alia*, the following issues: whether the Settlement warrants final approval under Civil Rule 23(e)(2); whether the Settlement Class should be certified under Civil Rules 23(a) and 23(b)(3); whether the Service Awards described in paragraph 11.5 of the Agreement should be approved; and whether the Class Counsel's fees/costs sought by interim Class Counsel and described in Paragraph 11.1 of the Stipulation should be approved under Civil Rule 23(h).

8. Fourteen (14) calendar days prior to the Final Approval Hearing, interim Class Counsel shall file all papers in support of the Final Approval of the Settlement and the associated issues described in Paragraphs 6-7 above.

9. All other proceedings in the Actions are stayed pending the completion of the settlement approval process.

BY THE COURT:

John R. Padova, J.

³ **Note to the Court:** Because it is anticipated that the Notice process will take approximately 71 days to complete following the entry of this Order, see Stipulation (Doc. 32-1) at ¶¶ 2.23-2.26, 7.1-7.3, 8.1-8.2, the parties respectfully suggest that the final approval hearing be scheduled no earlier than 100 calendar days after the entry of this Order.