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

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[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

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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

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

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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. <u>Payment of Class Counsels' Fees/Costs and Service Awards</u>

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. <u>Administrator</u>

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.

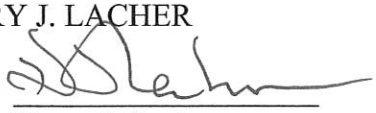
14.16. The terms of this Stipulation include the terms set forth in any Exhibits referred to herein, which are incorporated herein by reference.

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: DocuSigned by: David Masonoff
Digitally signed by David Masonoff
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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

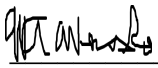
Dated: _____, 2020

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: DocuSigned by: _____
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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: 1/15/2020, 2020

KATHLEEN CUSHING

By: DocuSigned by: _____
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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

Dated: January 15, 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

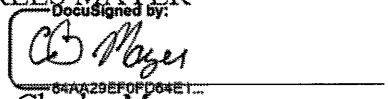
01/15

Dated: _____, 2020 BRENT SCOTT

By: _____
Brent Scott

Dated: 1/15/2020, 2020

CHARLES MAYER

By: DocuSigned 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: 1/15/2020, 2020

SCOTT HERBST

By: DocuSigned by: Scott Herbst 6B912A77BD90433...
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: DocuSigned by: EC16A490191346A... (signature)
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 M. Doherty
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: DocuSigned by: Joyce Yin 08E781FA5932431...
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: DocuSigned by: Michael Mercer 0034BB894B874CD...
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
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: [_____] (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 class[2] 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, 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

DECLARATION OF R. ANDREW SANTILLO

I, R. Andrew Santillo, declare, under penalty of perjury and pursuant to 28 U.S.C. § 1746, that the following facts are true and correct:

1. I am an equity partner at Winebrake & Santillo, LLC ("W&S").

2. I submit this declaration to provide the Court with information concerning W&S's experience representing workers in class and collective actions under our nation's wage and

overtime laws and in support of Plaintiffs' request that W&S be named interim co-class counsel pursuant to Fed. R. Civ. P. 23(g).

W&S's Experience in the Field of Wage and Hour Litigation

3. Since its founding in January 2007, W&S has exclusively represented plaintiffs in employment rights litigation. W&S is a pure contingency fee law firm and is "at risk" in every matter it handles. W&S never requires a client to pay an hourly fee or retainer. If a matter does not result in a money recovery, W&S recovers nothing. This is a very risky business. While W&S has enjoyed substantial success over the years, it also has invested thousands of dollars and attorney hours and on litigation adventures that have fallen flat and resulted in no recovery.

4. W&S lawyers have served as lead counsel in several appeals that have resulted in precedential opinions in the area of wage and hour law. *See Heimbach v. Amazon.com, Inc.*, 942 F.3d 297 (6th Cir. 2019); *Mazzarella v. Fast Rig Support, LLC*, 823 F.3d 786 (3d Cir. 2016); *Resch v. Krapf's Coaches, Inc.*, 780 F.3d 869 (3d Cir. 2015); *McMaster v. Eastern Armored Services*, 780 F.3d 167 (3d Cir. 2015); *Knepper v. Rite Aid Corp.*, 675 F.3d 249 (3d Cir. 2012). In other appeals resulting in precedential opinions, W&S has served as co-counsel, *see*, *e.g.*, *Bedoya v. American Eagle Express Inc.*, 914 F.3d 812 (3d Cir. 2019); *Parker v. NutriSystem, Inc.*, 620 F.3d 274 (3d Cir. 2010), or has authored *amicus curiae* briefs, *see*, *e.g.*, *Marzuq v. Cadete Enterprises, Inc.*, 807 F.3d 431 (1st Cir. 2015); *Chevalier v. General Nutrition Centers, Inc.*, __ A.3d __, 2019 Pa. LEXIS 6521 (Pa. 2019).

5. Many of W&S's cases are class or collective actions seeking damages on behalf of groups of employees. To date, W&S has resolved **171** separate class/collective actions in courts throughout the United States which are provided on the attached list. Various judges have issued opinions favorably commenting on W&S's work in class/collective action lawsuits.[1]

[1] *See*, *e.g.*, *Wolfe v. TCC Wireless, LLC*, 2018 U.S. Dist. LEXIS 40596, *2 (N.D. Ill. Mar. 12, 2018) (W&S

6. In addition, W&S has successfully resolved hundreds of "individual" employment rights actions in which a single plaintiff (or a small group of named plaintiffs) alleges violations of federal or state employment laws. In many of these cases, W&S severely discounts its attorney's fee in order facilitate settlement. In October 2016, W&S received the "Guardian Award" from Friends of Farmworkers in recognition of its work on behalf of low-wage workers in individual wage actions in and around Philadelphia.

W&S Attorneys' Individual Experience

7. **Pete Winebrake** ("Winebrake") graduated in 1988 from Lehigh University (*magna cum laude*) and in 1991 from Temple University School of Law (*cum laude*), where he served as a Managing Editor of the *Temple Law Review*. Winebrake has been a member of the New York bar since 1993 and the Pennsylvania bar since 1997. He also is admitted in the following federal courts: (i) the United States Supreme Court; (ii) the United States Courts of Appeals for the First, Second, Third, Sixth, and Tenth Circuits; and (iii) the United States District Courts for the Eastern District of Pennsylvania, Middle District of Pennsylvania, Western District of Pennsylvania, Eastern District of New York, Northern District of New York, Southern District of New York, Western District of New York, Northern District of Ohio, Northern District of Illinois, District of

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and its co-counsel "have significant experience representing parties in complex class actions"); *Schaub v. Chesapeake & Delaware Brewing Holdings,* 2016 U.S. Dist. LEXIS 157203, *11 (E.D. Pa. Nov. 14, 2016) (W&S "provided highly competent representation for the Class"); *Tavares v. S-L Distribution Co., Inc.*, 2016 U.S. Dist. LEXIS 57689, *43 (M.D. Pa. May 2, 2016) (W&S and its co-counsel "are skilled and experienced litigators who have handled complex employment rights class actions numerous times before"); *Lapan v. Dick's Sporting Goods, Inc.*, 2015 U.S. Dist. LEXIS 169508, *7 (D. Mass. Dec. 11, 2015) (W&S and its co-counsel "have an established record of competent and successful prosecution of large wage and hour class actions."); *Kiefer v. Moran Foods, LLC*, 2014 U.S. Dist. LEXIS 106924, *49 (D. Conn. Aug. 5, 2014) (W&S and its co-counsel are "experienced class action employment lawyers with good reputations among the employment law bar"); *Young v. Tri County Sec. Agency, Inc.*, 2014 U.S. Dist. LEXIS 62931, *10 (E.D. Pa. May 7, 2014) (W&S "has particular experience with wage and overtime rights litigation," "has been involved in dozen of class action lawsuits in this area of law," and "have enjoyed great success in the field."); *Craig v. Rite Aid Corp.*, 2013 U.S. Dist. LEXIS 2658, *45 (M.D. Pa. Jan 7, 2013) (W&S and its co-counsel "are experienced wage and hour class action litigators with decades of accomplished complex class action between them and that the Class Members have benefitted tremendously from able counsel's representation"); *Cuevas v. Citizens Financial Group*, 283 F.R.D. 95, 101 (E.D.N.Y. 2012) (W&S has "been appointed class counsel for dozens of wage and hour class claims across the country").

Colorado, Southern District of Texas, and Eastern District of Michigan.

8. Prior to founding W&S in January 2007, Winebrake held the following positions: (i) Law Clerk to Justice William R. Johnson of the New Hampshire Supreme Court (9/91-8/92); (ii) Assistant Corporation Counsel at the New York City Law Department's General Litigation Unit (9/92-2/97); (iii) Associate at the Philadelphia law firm of Ballard Spahr Andrews & Ingersoll, LLP (2/97-12/98); (iv) Deputy City Solicitor and, later, Chief Deputy City Solicitor at the Philadelphia Law Department (12/98-2/02); and (v) Non-Equity Partner at the Philadelphia law firm of Trujillo Rodriguez & Richards, LLC (3/02-1/07).

9. Winebrake has personally handled hundreds of civil actions in the United States District Courts and has tried at least 15 federal cases to verdict. The great majority of these civil actions have arisen under the Nation's civil rights or employment rights laws.

10. Winebrake serves *pro bono* on the Mediation Panel of the United States District Court for the Middle District of Pennsylvania. The Martindale-Hubbell Peer Review Rating System gives him an "AV-Preeminent" rating, and the well-known "Super Lawyer" publication ranks him as one of Pennsylvania's "Top 100" lawyers. He has lectured on employment law at many organizations, including: Vanderbilt University School of Law; the Wharton School of Business at the University of Pennsylvania; the Beasley School of Law at Temple University; the University of Pennsylvania Law School; the Earle Mack School of Law at Drexel University; the Pennsylvania Bar Institute; the Workplace Injury Law & Advocacy Group; the American Association of Justice; the National Employment Lawyers Association; the National Employment Lawyers Association of New York; the Ohio Association of Justice, and the Society for Human Resources Management.

11. **R. Andrew Santillo** ("Santillo") graduated in 1998 from Bucknell University and in 2004 from the Temple University School of Law, where he served as Editor-in-Chief of the *Temple Political & Civil Rights Law Review*. Santillo has been a member of the Pennsylvania and New

Jersey bars since 2004. He also is admitted to the following federal courts: (i) the United States Court of Appeals for the Third Circuit and the District of Columbia; and (ii) the United States District Courts for the Eastern District of Pennsylvania, Middle District of Pennsylvania, Western District of Pennsylvania, District of New Jersey, Northern District of Illinois, District of Colorado, and Eastern District of Michigan.

12. Prior to joining W&S as an equity partner in 2008, Santillo was an associate at the firm of Trujillo Rodriguez & Richards, LLC, where he participated in the litigation of complex class action lawsuits arising under federal and state wage and hour, securities, and antitrust laws.

13. The Martindale-Hubbell Peer Review Rating System gives Santillo an "AV-Preeminent" designation. Santillo has lectured on wage and hour law topics for Bloomberg BNA; the Pennsylvania Bar Institute; the National Business Institute; the National Employment Lawyers Association; the Workers' Injury Law & Advocacy Group; the Ohio Association of Justice; and the Philadelphia Chinatown Development Corporation. Santillo was certified as an Arbitrator by the United States District Court for the Eastern District of Pennsylvania in 2017 and the American Arbitration Association ("AAA") in 2019.

14. **Mark Gottesfeld** ("Gottesfeld") graduated in 2006 from Lehigh University (*magna cum laude*) and in 2009 from Drexel University Earle Mack School of Law (*cum laude*), where he served as an editor on the *Drexel University Earle Mack School of Law Review.* During law school, Gottesfeld served as a Judicial Intern to Pennsylvania Superior Court Judge Jack A. Panella.

15. Gottesfeld has been a Member of the Pennsylvania and New Jersey bars since 2009 and a member of the New York bar since 2010. He also is admitted to the United States District Courts for the Eastern District of Pennsylvania, Middle District of Pennsylvania, Western District of Pennsylvania, District of New Jersey, and Eastern District of Michigan.

16. Prior to joining W&S in 2010, Gottesfeld worked at the Philadelphia firm of Saltz,

Mongeluzzi, Barrett & Bendesky, P.C.

17. Gottesfeld has lectured on wage and hour issues at the Ohio Association of Justice.

I HEREBY DECLARE, UNDER PENALTY OF PERJURY AND PURSUANT TO 28 U.S.C. § 1746, THAT THE ABOVE FACTS ARE TRUE AND CORRECT:

January 15, 2020
Date

R. Andrew Santillo

Winebrake & Santillo, LLC - Class/Collective Wage and Overtime Settlements and Judgments

Case Name	Court/Forum	Judge/Arbitrator	Date of Approval or Judgment	Type	Co-Counsel?
Otto v. Pocono Medical Center, 4:06-cv-01186-JEJ	M.D. Pa.	John E. Jones, III	5/4/2007	Collective	No
Rodriguez-Fargas v. Hatfield Quality Meats, Inc., 2:06-cv-01206-LS	E.D. Pa.	Lawrence F. Stengel	5/29/2007	Class	Yes
Miller v. Antenna Star Satellites, Inc.,3:06-cv-00647-ARC	M.D. Pa.	A. Richard Caputo	5/29/2007	Collective	Yes
Sisko v. Wegmans Food Markets, Inc., 3:06-cv-00433-JMM	M.D. Pa.	James M. Munley	8/27/2007	Class	No
Evans/Smith, v. Lowe's Home Centers, Inc., 3:03-cv-00438/3:03-cv-00384-ARC	M.D. Pa.	A. Richard Caputo	9/4/2007	Collective	Yes
Diehl/Smith v. Lowe's Home Centers, Inc., 3:06-cv-01464/3:03-cv-00384-ARC	M.D. Pa.	A. Richard Caputo	1/4/2008	Class	Yes
Malec v. Kost Tire & Muffler, et al., 3:07-cv-00864-ARC	M.D. Pa.	A. Richard Caputo	1/2/2008	Collective	No
Dunn v. National Beef Packing Company, LLC, 4:07-cv-01599-JEJ	M.D. Pa.	John E. Jones, III	5/27/2008	Collective	No
Blasi v. United Financial Management Group, Inc., 3:06-cv-01519-JMM	M.D. Pa.	James M. Munley	6/19/2008	Collective	No
Palmer v. Michael Foods, Inc., 3:07-cv-02136-TIV	M.D. Pa.	Thomas I. Vanaskie	11/25/2008	Collective	No
Coluccio v. U.S. Remodelers, Inc., 1:09-cv-00819-JHR	D.N.J.	Joseph H. Rodriguez	12/15/2009	Collective	No
Shabazz v. Asurion Corporation, 3:07-cv-00653-AT	M.D. Tenn.	Aleta A. Trauger	2/26/2009	Collective	Yes
In re Cargill Meat Solutions Corp. Wage and Hour Litig., 3:06-cv-00513-WJN	M.D. Pa.	William J. Nealon	3/6/2009	Collective	Yes
Golpe v. The Wedge Medical Center, P.C., 2:08-cv-04504-JF	E.D. Pa.	John P. Fullam	3/11/2009	Collective	No
Banks, v. New Vitae, Inc. and Tri County Respite, Inc., 5:08-cv-04212-LS	E.D. Pa.	Lawrence F. Stengel	3/26/2009	Collective	No
Weatherly v. Michael Foods, Inc., 8:08-cv-00153-JFB	D. Neb.	Joseph F. Bataillon	4/15/2009	Collective	Yes
Gallagher v. Bayada Nurses, Inc., No. 071000392	Philadelphia C.C.P.	Idee C. Fox	4/21/2009	Class	No
Ray v. Krapf's Coaches, Inc., 2:08-cv-05097-DS	E.D. Pa.	David R. Strawbridge	9/10/2009	Collective	No
Miller v. Titanium Metals Corporation, 2:07-cv-04759-GP	E.D. Pa.	Gene E.K. Pratter	9/30/2009	Collective	No
Mayan v. Rydbom Express, Inc., 2:07-cv-02658-LS	E.D. Pa.	Lawrence F. Stengel	12/2/2009	Collective	No
Herd v. Specialty Surfaces International, Inc., 2:08-cv-01790-JCJ	E.D. Pa.	J. Curtis Joyner	1/26/2010	Collective	No
Morales v. Aaron Healthcare, Inc., 2008-C-5128	Lehigh C.C.P.	Brian Johnson	2/1/2010	Class	No
In re Pilgrim's Pride Fair Labor Standards Act Litig., 1:06-cv-01832-HFB	W.D. Ark.	Harry F. Barnes	4/2/2010	Collective	Yes
Williams v. Owens & Minor, Inc., 2:09-cv-00742-JD	E.D. Pa.	Jan E. Dubois	7/28/2010	Collective	No
Crisostomo v. Exclusive Detailing, Inc., 2:08-cv-01771-SRC-MAS	D.N.J.	Michael A. Shipp	9/15/2010	Collective	Yes
Gallagher v. Lackawanna County, 3:07-cv-00912-CCC	M.D. Pa.	Christopher C. Connor	10/5/2010	Collective	No
Herrarte v. Joe Jurgielewicz & Sons, Ltd., 5:09-cv-02683-RK	E.D. Pa.	Robert F. Kelly	10/27/2010	Collective	No
King v. Koch Foods of Mississippi, LLC, 3:06-cv-00301-DPJ	S.D. Miss.	Daniel P. Jordan	11/29/2010	Collective	Yes
McEvoy v. The Container Store, Inc., 1:09-cv-05490-KMW	D.N.J.	Karen M. Williams	12/17/2010	Collective	No
Hilborn v. Sanofi Pasteur, 3:09-cv-02032-ARC	M.D. Pa.	A. Richard Caputo	1/18/2011	Collective	No
Alexander/Campbell/Marrero v. KRA Corporation, 09-cv-02517/10-cv-01778/09-cv-02516-JF	E.D. Pa.	John P. Fullam	1/28/2011	Collective	Yes
Duvall v. Tri County Access Company, Inc., 2:10-cv-00118-RCM	W.D. Pa.	Robert C. Mitchell	3/30/2011	Class	No
Gibbons v. V.H. Cooper & Company, Inc., 3:10-cv-00897-JZ	N.D. Ohio	Jack Zouhary	4/18/2011	Class	Yes
Turner v. Mercy Health System, No. 080103670	Philadelphia C.C.P.	Idee C. Fox	4/20/2011	Class	Yes
Vanston v. Maxis Healthy System, No. 080605155	Philadelphia C.C.P.	Idee C. Fox	4/20/2011	Class	Yes
Dixon v. Dunmore Oil Company, 3:09-cv-00064-ARC	M.D. Pa.	A. Richard Caputo	4/27/2011	Collective	No
In re Tyson Foods, Inc., 4:06-cv-00143-CDL	M.D. Ga.	Clay D. Land	9/15/2011	Collective	Yes
Cover v. Feesers, Inc., 1:10-cv-00282-JEJ	M.D. Pa.	John E. Jones, III	10/11/2011	Collective	No
Muschulitz v. Holcomb Behavioral Health Systems, 5:11-cv-02980-JKG	E.D. Pa.	James K. Gardner	12/15/2011	Collective	No
Johnson v. Krapf's Coaches, Inc., 2:11-cv-06974-BMS	E.D. Pa.	Berle M. Schiller	2/22/2012	Collective	No
McCray v. The Progressions Companies, Inc., 2:11-cv-07364-HB	E.D. Pa.	Harvey Bartle, III	3/2/2012	Collective	No
Slator v. Allscripts-Misys Healthcare Solutions, Inc., 1:10-cv-01069-GLS-RFT	N.D.NY	Gary L. Sharpe	4/4/2012	Collective	No
Smith v. Ameriplan Corporation, 4:10-cv-00075-ALM	E.D. Tx.	Amos L. Mazzant	8/9/2012	Collective	Yes
In re Creditron Financial Corp. (Lepkowski v. Creditron Financial Corp.), 08-11289-TPA	W.D. Pa. Bkr.	Thomas P. Agresti	8/31/2012	Collective	No
Fazio v. Automotive Training Center, 2:11-cv-06282-DS	E.D. Pa.	David R. Strawbridge	9/24/2012	Collective	No
Jean-Charles v. AAA Warman Home Care LLC, No. 110702236	Philadelphia C.C.P.	Mary Colins	9/28/2012	Class	No
Thomas v. Cescaphe Limited, LLC, 1:11-cv-04359-BMS	E.D. Pa.	Berle M. Schiller	10/3/2012	Class	No
Harkin v. LA Weight Loss, LLC, 2:12-cv-01411-AB	E.D. Pa.	Anita Brody	11/8/2012	Collective	No
Grajales v. Safe Haven Quality Care, LLC, 2010-cv-15102	Dauphin C.C.P.	Andrew H. Dowling	11/8/2012	Class	No
Grayson v. Register Tapes Unlimited, Inc., et al., 8:11-cv-00887-RWT	D. Md.	Roger W. Titus	11/26/2012	Collective	Yes

Winebrake & Santillo, LLC - Class/Collective Wage and Overtime Settlements and Judgments

Case Name	Court/Forum	Judge/Arbitrator	Date of Approval or Judgment	Type	Co-Counsel?
Craig v. Rite Aid Corporation4:08-cv-02317-JEJ	M.D. Pa.	John E. Jones, III	1/7/2013	Class	Yes
Knecht v. Penn Psychiatric Center, 2:12-cv-00988-CSMW	E.D. Pa.	Carol S. Moore Wells	3/6/2013	Collective	No
Thompson v. RGT Management, Inc., 2:11-cv-02573-AJT	W.D. Tenn.	Arthur J. Tarnow	3/21/2013	Collective	Yes
Kelsh v. First Niagara Financial Group, Inc., 2:12-cv-01202-PBT	E.D. Pa.	Petrese B. Tucker	4/8/2013	Class	No
Stewart v. World Communications Charter School, 2:12-cv-04993-RB	E.D. Pa.	Ronald L. Buckwalter	5/9/2013	Class	No
Edelen v. American Residential Services, LLC, 8:11-cv-2744-DKC	D. Md.	Deborah K. Chasnow	7/22/2013	Class	Yes
Ciarrocchi v. Neshaminy Electrical Contractors, Inc., 2:12-cv-06419-JHS	E.D. Pa.	Joel H. Slomsky	9/5/2013	Collective	No
LeClair v. Diakon Lutheran Social Ministries, Case No. 2010-C-5793	Lehigh C.C.P.	Michele A. Varricchio	8/14/2013	Class	Yes
Essame v. SSC Laurel Operating Company, LLC, 8:10-cv-03519-WGC	D. Md.	William G. Connelly	10/16/2013	Class	Yes
Ming v. SNL Enterprises, L.P., 5:11-cv-03873-RBS	E.D. Pa.	Barclay R. Surrick	11/29/2013	Collective	No
Bolletino v. Cellular Sales of Knoxville, Inc. 3:12-cv-00138-TC-HBG	E.D. Tenn.	Tena Campbell	11/29/2013	Collective	Yes
Wagner v. Cali, 5:12-cv-03226-JLS	E.D. Pa.	Jeffrey L. Schmehl	1/23/2014	Collective	No
Ginter/Robinson-Gibbs v. RBS Citizens, NA., 1:12-cv-00008-M-PAS/1:13-cv-00182-PAS	D.R.I.	John J. McConnell, Jr.	2/4/2014	Class	Yes
Glatts v. Crozer-Keystone Health System, No. 090401314	Philadelphia C.C.P.	Mark I. Bernstein	2/6/2014	Class	Yes
Galowitch v. Wells Fargo Bank, N.A., No. 130302298	Philadelphia C.C.P.	Mark I. Bernstein	3/5/2014	Class	No
Young v. Tri County Security Agency, Inc., 2:13-cv-05971-BMS	E.D. Pa.	Berle M. Schiller	5/7/2014	Class	No
Cuevas v. Citzens Financial Group, Inc., 1:10-cv-05582-RM	E.D.N.Y.	Robert M. Levy	5/7/2014	Class	Yes
Sakalas v. Wilkes-Barre Hospital Company, LLC, 3:11-cv-00546-RDM	M.D. Pa.	Robert D. Mariani	5/8/2014	Class	Yes
Kershner v. Hat World, Inc., No. 120803352	Philadelphia C.C.P.	Jacqueline F. Allen	5/29/2014	Class	No
Sacknoff v. Lehigh County, 5:13-cv-04203-EGS	E.D. Pa.	Edward G. Smith	7/18/2014	Collective	No
Oliver v. Abercrombie & Fitch Stores, Inc., No. 121102571	Philadelphia C.C.P.	Jacqueline F. Allen	7/21/2014	Class	No
Kiefer v. Moran Foods, Inc., 3:12-cv-00756-WGY	D. Conn.	William G. Young	7/31/2014	Class	Yes
Lynch v. Lawrenceburg NH Operations, LLC, 1:13-cv-00129-WJH	M.D. Tenn.	William J. Haynes	9/26/2014	Collective	Yes
Farley v. Family Dollar Stores, Inc., et al., 1:12-cv-00325-RPM	D. Colo.	Raymond P. Moore	10/30/2014	Class	Yes
Warcholak v. Payless ShoeSource, Inc., No. 130901010	Philadelphia C.C.P.	Idee C. Fox	10/30/2014	Class	Yes
Young v. Catherines, Inc., 2:13-cv-03288-CMR	E.D. Pa.	Cynthia M. Rufe	11/12/2014	Collective	Yes
Morrow v. County of Montgomery, 2:13-cv-01032-DS	E.D. Pa.	David R. Strawbridge	11/26/2014	Collective	Yes
Anderson v. The Scotts Company, LLC, No. 131100504	Philadelphia C.C.P.	Idee C. Fox	12/3/2014	Class	Yes
Euceda v. Millwood, Inc., 3:12-cv-00895-MEM	M.D. Pa.	Malachy E. Mannion	12/9/2014	Class	Yes
Reid v. Newalta Environmental Services, Inc., 1:13-cv-03507-CMA-CBS	D. Colo.	Christine M. Arguello	2/19/2015	Collective	Yes
Stallard v. Fifth Third Bank, 2:12-cv-01092-MRH	W.D. Pa.	Mark R. Hornak	2/25/2015	Collective	Yes
Magloire v. The Ellison Nursing Group, LLC, No. 120203202	Philadelphia C.C.P.	Jacqueline F. Allen	3/12/2015	Class	No
Beal v. Claire's Stores, Inc., No. 131001989	Philadelphia C.C.P.	Idee C. Fox	3/18/2015	Class	Yes
Beck v. Bed Bath & Beyond Inc., No. 131100176	Philadelphia C.C.P.	Idee C. Fox	3/18/2015	Class	Yes
Jones v. Alliance Inspection Management, LLC, 2:13-cv-01662-NBF-CRE	W.D. Pa.	Nora Barry Fischer	3/23/2015	Collective	No
Menendez v. Precise Point, Inc., et al., No. 140300610	Philadelphia C.C.P.	Mary Colins	3/25/2015	Class	No
Calarco v. Healthcare Services Group, Inc., 3:13-cv-00688-RDM	M.D. Pa.	Robert D. Mariani	4/7/2015	Collective	No
Kelkis v. TruGreen Limited Partnership, No. 121101024	Philadelphia C.C.P.	Jacqueline F. Allen	5/14/2015	Class	Yes
Chung v. Wyndham Vacation Resorts, Inc., 3:14-cv-00490-RDM	M.D. Pa.	Robert D. Mariani	6/15/2015	Collective	No
McMaster v. Earstern Armored Services, Inc., 3:11-cv-05100-TJB	D.N.J.	Tonianne J. Bongiovanni	6/24/2015	Collective	No
Valincius v. Express, Inc., No. 140702282	Philadelphia C.C.P.	Idee C. Fox	6/24/2015	Class	No
Hoelsworth v. New York & Company, Inc., No. 140403750	Philadelphia C.C.P.	Patricia A. McInerney	7/27/2015	Class	No
Puglisi. v. TD Bank, N.A., 2:13-cv-00637-GRB	E.D.N.Y.	Gary R. Brown	7/30/2015	Class	Yes
Mazzarella v. Fast Rig Support, LLC et al, 3:13-cv-02844-MEM	M.D. Pa.	Malachy E. Mannion	7/31/2015	Collective	No
Lappas v. The Scotts Company, LLC, No. 140904450	Philadelphia C.C.P.	Idee C. Fox	8/5/2015	Class	Yes
Pew v. Finley Catering Co., Inc., 2:14-cv-04246	E.D. Pa.	Marilyn Heffley	8/10/2015	Collective	No
James v. Ann, Inc., et. al, No. 140903652	Philadelphia C.C.P.	Gary S. Glazer	8/17/2015	Class	No
Carroll v. Guardian Home Care Holdings, Inc., 3:14-cv-01722-WJH	M.D. Tenn.	William J. Haynes, Jr.	8/31/2015	Class	Yes
Morris v. M.D. Enterprises, et. al, 3:15-cv-00018-ARC	M.D. Pa.	A. Richard Caputo	10/5/2015	Class	No
Worthington v. Kymar Home Care, Inc. et al., No. 141203411	Philadelphia C.C.P.	Gary S. Glazer	10/9/2015	Class	No
Acevedo v. Moon Site Management, Inc., 2:13-cv-06810	E.D. Pa.	Timothy R. Rice	10/15/2015	Class	Yes

Winebrake & Santillo, LLC - Class/Collective Wage and Overtime Settlements and Judgments

Case Name	Court/Forum	Judge/Arbitrator	Date of Approval or Judgment	Type	Co-Counsel?
Neal v. Air Drilling Associates, Inc., 3:14-cv-01104-JMM	M.D. Pa.	James M. Munley	12/8/2015	Collective	No
Ross v. Baha Petroleum Consulting Corp., 4:14-cv-00147-DLH-CSM	D.N.D.	Daniel L. Hovland	1/8/2016	Collective	Yes
Pacheco v. Vantage Foods, Inc., 1:14-cv-01127-CCC	M.D. Pa.	Christopher C. Connor	2/11/2016	Class	Yes
Ford et al v. Lehigh Valley Restaurant Group, Inc., 3:14-cv-00227-JMM	M.D. Pa.	James M. Munley	3/11/2016	Class	No
LaPan v. Dick's Sporting Goods, Inc., 1:13-cv-11390-RGS	D. Mass.	Richard G. Stearns	3/25/2016	Class	Yes
Stanek v. Keane Frac NC, LLC, 3:15-cv-01005-RDM	M.D. Pa.	Robert D. Mariani	3/25/2016	Class	No
Harrison v. Flint Energy Services, Inc., 4:15-cv-00962-MWB	M.D. Pa.	Matthew W. Brann	4/15/2016	Collective	No
Tavares v. S-L Distribution Co., Inc., 1:13-cv-01313-JEJ	M.D. Pa.	John E. Jones, III	5/2/2016	Class	Yes
Eld v. TForce Energy Services, Inc., Inc., 2:15-cv-00738-CB	W.D. Pa.	Cathy Bissoon	5/17/2016	Collective	No
Metzler, et al. v. Weis Markets, Inc., CV-15-2103	Northumberland C.C.P.	Charles H. Saylor	6/6/2016	Class	Yes
Alvarez, et al. v. KWLT, LLC, 5:14-cv-07075-JFL	E.D. Pa.	Joseph F. Leeson	6/9/2016	Collective	Yes
Hughes v. ACHIEVA Support, GD-15-003562	Allegheny C.C.P.	R. Stanton Wettick, Jr.	7/7/2016	Class	No
DiClemente v. Adams Outdoor Advertising, Inc., 3:15-cv-00596-MEM	M.D. Pa.	Malachy E. Mannion	7/8/2016	Collective	No
Johnson v. Kestrel Engineering, Inc., 2:15-cv-02575-EAS-EPD	S.D. Ohio	Edmund A. Sargus, Jr.	9/22/2016	Collective	Yes
Iwaskow v. JLJJ, Inc., 3:15-cv-01934-ARC	M.D. Pa.	A. Richard Caputo	9/28/2016	Collective	No
Fischer et al. v. Kmart Corporation, 3:13-cv-04116-DEA	D.N.J.	Douglas E. Arpert	11/2/2016	Class	Yes
Cikra et al v. Lami Products, LLC, 2:15-cv-06166-WB	E.D. Pa.	Wendy Beetlestone	11/10/2016	Class	Yes
Schaub v. Chesapeake & Delaware Brewing Company, LLC, 2:16-cv-00756-MAK	E.D. Pa.	Mark A. Kearney	11/14/2016	Class	No
Wajert v. Infocision Management Corporation, 2:15-cv-01325-DSC	W.D. Pa.	David S. Cercone	12/1/2016	Collective	No
DeLair v. CareAll Management, LLC, 3:15-cv-01095-AAT	M.D. Tenn.	Aleta A. Trauger	12/14/2016	Collective	Yes
Waggoner v. U.S. Bancorp, 5:14-cv-01626-SL	N.D. Ohio	Sara Lioi	12/26/2016	Collective	Yes
Loveland-Bowe v. National Healthcare Corporation, 3:15-cv-01084-WDC	M.D. Tenn.	Waverly D. Crenshaw, Jr.	1/5/2017	Collective	Yes
Paine v. Intrepid U.S.A., Inc., 3:14-cv-02005-WDC	M.D. Tenn.	Waverly D. Crenshaw, Jr.	1/6/2017	Collective	Yes
Flatt v. LHC Group, Inc. et al, 2:16-cv-00014-KHS	M.D. Tenn.	Kevin H. Sharp	3/1/2017	Collective	Yes
Smith et al v. Miller Flooring Company, Inc., 2:16-cv-00330-LAS	E.D. Pa.	Lynne A. Sitarski	3/13/2017	Collective	No
Crevatas v. Smith Managemant and Consulting, LLC, 3:15-cv-02307-MEM	M.D. Pa.	Malachy E. Mannion	3/22/2017	Collective	Yes
Hodzic v. FedEx Package System, Inc., 2:15-cv-00956-NBF	W.D. Pa.	Nora Barry Fischer	3/28/2017	Collective	Yes
Kelly v. FedEx Ground Package System, Inc., 3:08-cv-00336-RLM	N.D. Ind.	Robert L. Miller	4/28/2017	Class	Yes
Brackley v. Red Robin Gourmet Burgers, Inc., 2:16-cv-00288-GRB	E.D.N.Y.	Gary R. Brown	6/6/2017	Class	Yes
Kampfer v. Fifth Third Bank et al, 3:14-cv-02849-JJH	N.D. Ohio	Jeffrey J. Helmick	6/15/2017	Collective	Yes
Gauger v. Brothers, Inc., 2:16-cv-00603-DS	E.D. Pa.	David R. Strawbridge	6/19/2017	Collective	No
Simpson, et al. v. CareSouth HHA Holdings, LLC , 3:16-cv-00079-AAT	M.D. Tenn.	Aleta A. Trauger	6/22/2017	Collective	Yes
Sowder v. CareSouth HHA Holdings, LLC, 3:16-cv-00906-AAT	M.D. Tenn.	Aleta A. Trauger	6/22/2017	Collective	Yes
Waltz v. Aveda Transportation and Energy Services, Inc., 4:16-cv-00469-MWB	M.D. Pa.	Matthew W. Brann	7/7/2017	Collective	No
Bland v. Harvest Chadds Ford, LLC, 2:16-cv-04773-NIQA	E.D. Pa.	Nitza I. Quinones Alejandro	8/9/2017	Collective	No
Derrick v. Cenergy International Services, LLC, et al., 4:16-cv-1352	S.D. Tex.	David Hittner	8/9/2017	Collective	Yes
Bankalter v. S-L Distribution Company, Inc., 2017-SU-000549	York C.C.P.	Richard K. Renn	8/23/2017	Class	Yes
Kuhn v. Branch Banking & Trust Corporation, No. 160500229	Philadelphia C.C.P.	Nina Wright Padilla	9/8/2017	Class	No
Breauchy v. CareGivers America, LLC, 16-cv-3638	Lackawanna C.C.P.	Margaret Bisignani Moyle	9/14/2017	Class	Yes
Molina v. Perfection Foods Company, Inc., et al, 2:16-cv-00859-JPH	E.D. Pa.	Jacob P. Hart	10/23/2017	Collective	Yes
Peters v. Zahav, LLC, 2:16-cv-06637-TR	E.D. Pa.	Timothy R. Rice	10/24/2017	Class	No
Roxberry et al v. Snyders-Lance, Inc. et al., 1:16-cv-02009-JEJ	M.D. Pa.	John E. Jones, III	11/15/2017	Class	Yes
Corbin v. CFRA, LLC, 1:15-cv-00405-CCE-JEP	M.D.N.C.	Catherine C. Eagles	2/5/2018	Collective	Yes
Sexton v. JDK Management Company, L.P., et al, 1:16-cv-01594-JEJ	M.D. Pa	John E. Jones, III	2/5/2018	Collective	No
Wolfe v. TCC Wireless, LLC, 1:16-cv-11663	N.D Ill.	Maria Valdez	3/12/2018	Class	Yes
Santos v. El Gallito Mexican Bakery II LLC, et al., 5:16-cv-06309-EGS	E.D. Pa.	Edward G. Smith	3/12/2018	Collective	Yes
Trevorah v. Linde Corporation, 3:16-cv-00492-JMM	M.D. Pa.	James M. Munley	4/13/2018	Collective	Yes
Persing v. Ideal Concepts Inc., 5:16-cv-03825-JLS	E.D. Pa.	Jeffrey L. Schmehl	7/17/2018	Collective	No
Kreamer v. Grant Production Testing Services Inc., 4:15-cv-01075-MWB	M.D. Pa.	Matthew W. Brann	7/17/2018	Class	Yes
Underwood v. Harvest Moorestown LLC, 1:17-cv-00550-JS	D.N.J.	Joel Schneider	7/24/2018	Collective	No
Broach v. CK Franchising, Inc., et al., AAA No. 01-16-0000-2234	American Arbitration Association	Edith Dinneen	8/14/2018	Class	Yes

Winebrake & Santillo, LLC - Class/Collective Wage and Overtime Settlements and Judgments

Case Name	Court/Forum	Judge/Arbitrator	Date of Approval or Judgment	Type	Co-Counsel?
Teixeira v. Walters & Mason Retail, Inc., 2:18-cv-00717-RK	E.D. Pa.	Robert F. Kelly	9/6/2018	Collective	No
Carpenter v. Allpoints Courier Service, Inc., 1:17-cv-02043-JBS-AMD	D.N.J.	Jerome B. Simandle	9/11/2018	Collective	No
Bowden v. GHHS Healthcare LLC, 7:17-cv-00143-HL	M.D. Ga.	Hugh Lawson	9/27/2018	Collective	Yes
Cook v. Sunny Days in Home Care LLC, 2015-7144	Washington C.C.P.	Michael J. Lucas	10/11/2018	Class	Yes
Wojtaszek v. Bald Eagle Fuel & Tire, Inc., 4:17-cv-01888-RDM	M.D. Pa.	Robert D. Mariani	11/28/2018	Collective	No
Underwood, et al. v. KMC Enterprises, Inc., AAA Case No. 01-17-0003-9334	American Arbitration Association	Richard C. McNeill	5/1/2019	Collective	No
Dembele v. Parc Restaurant Partners, L.P., No. 171200223	Philadelphia C.C.P.	Ramy I. Djerassi	6/26/2019	Class	No
Behrens v. MLB Advanced Media, L.P., 1:18-cv-03077-PAE	S.D.N.Y.	Paul A. Engelmayer	7/9/2019	Class	Yes
Breauchy v. Alma Health, LLC, 2015-CV-01366	Dauphin C.C.P.	Andrew H. Dowling	7/22/2019	Class	No
Smith-Centz v. Safran Turney Hospitality, 2:18-cv-04055-CFK	E.D. Pa.	Chad F. Kenney	7/23/2019	Class	No
Mojer v. Americare Home Solutions LLC, 3:18-cv-00470-ARC	M.D. Pa.	A. Richard Caputo	8/12/2019	Collective	No
Passe v. 500 Jansen, Inc. et al., CV-2016-010362-BCD	Delaware C.C.P.	Barry C. Dozor	8/14/2019	Class	Yes
Hackman v. J.G. Wentworth Home Lending, LLC, No. 180401276	Philadelphia C.C.P.	Gary S. Glazer	9/9/2019	Class	Yes
Whitfield v. Trinity Restaurant Group, LLC, 2:18-cv-10973-DML	E.D. Mich.	David M. Lawson	10/4/2019	Collective	Yes
VanOrden v. Lebanon Farms Disposal, Inc., 1:17-cv-01310-CCC	M.D. Pa.	Christopher C. Connor	10/18/2019	Class	No
Layer v. Trinity Health Corporation, 2:18-v-2358-TR	M.D. Pa.	Timothy R. Rice	10/18/2019	Class	No
Alward v. Marriott International, Inc., 1:18-cv-2337-PAG	N.D. Ohio	Patricia A. Gaughan	11/18/2019	Class	Yes
Morris v. Public Health Management Corp., et al., 2:17-cv-04620-AB	E.D. Pa.	Anita Brody	11/19/2019	Collective	No
Padovano v. FedEx Ground Package System, Inc., 16-cv-00017-FPG	W.D.N.Y.	Frank P. Geradi	11/25/2019	Class	Yes

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.	Civil Action No. 2:19-cv-00687-JP

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me David E. Rothstein, who, after being duly sworn, deposes and states the following:

1. My name is David E. Rothstein. I am older than eighteen years of age and am otherwise competent to provide this Affidavit. The statements in this Affidavit are based upon my own personal knowledge.

2. I am co-counsel for Plaintiffs in the above-captioned case.

3. I am an attorney in good standing and have been licensed to practice law by the State of South Carolina since November 15, 1993, and by the State of North Carolina since April 11, 2008.

I am also admitted to practice before the United States District Court for the District of South Carolina, the United States District Court for the Western District of North Carolina, the United States District Court for the Middle District of North Carolina, the United States District Court for the Eastern District of North Carolina, the United States Court of Appeals for the Fourth Circuit, and the United States Supreme Court.

4. I graduated cum laude from the University of South Carolina School of Law on May 14, 1993, where I was Editor in Chief of the South Carolina Law Review, a member of the Order of the Coif, and a member of the Order of the Wig and Robe.

5. Upon graduation from law school, I served as a judicial law clerk to the Hon. Joseph F. Anderson, Jr., United States District Court Judge for the District of South Carolina, from August 1993 to August 1995. Thereafter, I served as a judicial law clerk to the Hon. Robert F. Chapman, then Senior United States Circuit Court Judge for the Fourth Circuit Court of Appeals, from August 1995 to October 1996.

6. I worked as an associate attorney at the law firm of Nexsen Pruet Jacobs & Pollard, LLP, in Columbia, South Carolina, from October 1996 to January 1999, where the majority of my practice involved employment law. While employed at the Nexsen Pruet firm, I represented both employers and employees in employment litigation and appeals.

7. I worked as an associate attorney at the law firm of Gergel Nickles & Solomon, P.A., in Columbia, South Carolina, from January 1999 to June 30, 2005, where the majority of my practice involved employment law.

8. I was a shareholder in the law firm of Burnette & Rothstein, P.A. from July 1, 2005 until June 30, 2010, when I moved to Greenville, SC and formed Rothstein Law Firm, PA, which

is currently a solo practice law firm. Almost all of my law firm's current practice involves employment law and litigation.

9. I have been a Certified Specialist in Employment and Labor Law by the South Carolina Supreme Court since February 2006. Although I primarily represent individual employees (and classes of employees) in employment-related matters, my firm also represents several small employers in employment-related matters.

10. I previously served as an associate member of the South Carolina Board of Law Examiners, which position I held from January 2007 through January 2016.

11. I have had extensive experience in employment litigation, both as an attorney and as a judicial law clerk to two federal judges. In addition, I have written several articles and made numerous CLE presentations on employment law and related topics. I am a member of the Employment Law Sections of the South Carolina Bar, the South Carolina Association for Justice, and the National Employment Lawyers Association. I am a past Chair of the Employment and Labor Law Section Council of the South Carolina Bar (2011), and previously served as a member of the Specialization Advisory Board for Employment and Labor Law through the South Carolina Supreme Court Commission on CLE and Specialization (2011-17).

12. Throughout my career, I have been involved in numerous class actions under Rule 23 of the Federal Rules of Civil Procedure, as well collective actions under the Fair Labor Standards Act ("FLSA"). I was involved as trial counsel in the case of Johnson v. Collins in the District of South Carolina, which case was one of the largest class actions in the history of South Carolina and led to the demise of the video poker industry in the state. I have also handled numerous individual cases and collective actions under the FLSA for improperly paid overtime, including several hybrid

class actions under both Rule 23 and the collective-action procedures under the FLSA.

13. The lead Plaintiff in the above-captioned case, Henry Lacher, contacted me in early February 2019 about representing him and a class of similarly situated employees of Aramark Corporation, who were denied bonuses under the company's Management Incentive Bonus plan and Front-Line Managers bonus plans for FY2018.

14. I associated my colleague Harold Lichten from the Boston law firm of Lichten & Liss-Riordan, P.C., with whom I have worked on numerous other cases over the past decade or so. I know Mr. Lichten's firm by reputation as one of the premier class-action employment law firms in the country. Mr. Lichten and I then contacted attorney Peter Winebrake from the Pennsylvania firm of Winebrake & Santillo, LLC. I have also worked with Mr. Winebrake's firm on a couple of other class-action or collective action employment cases and know that his firm is very capable and professional.

15. I attended the mediation of the case in Atlanta, Georgia before mediator Hunter Hughes, who is a very experienced mediator in large, class-action employment cases. Lead Plaintiff, Mr. Lacher, attended the mediation along with several members of the Plaintiffs' team of attorneys.

16. The settlement of the above-referenced case is the product of arms-length negotiations after a full and fair opportunity by both sides to appreciate and understand the factual and legal disputes involved in the case. I believe that the proposed settlement is fair, reasonable, and adequate in light of the litigation risks, expenses, and delays that would be involved in proceeding to trial.

* * *

FURTHER AFFIANT SAYETH NOT.

David E. Rothstein

SWORN to and subscribed before me,

this 15th day of January, 2020.

H. LORRAINE MILLER
NOTARY PUBLIC
State of South Carolina
My Commission Expires Mar. 28, 2027

(L.S.)
Notary Public for South Carolina

My commission expires: 3/28/2027

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

DECLARATION OF HAROLD LICHTEN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT AND OTHER RELATED RELIEF

I, Harold L. Lichten, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am a member in good standing of the bar of the Commonwealth of

Massachusetts, and I am admitted *pro hac vice* to this Court for this action.

2. I respectfully submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement and Other Related Relief. The following is based on my personal knowledge, and if called upon to do so, I could and would competently testify thereto.

3. I am a partner at the law firm of Lichten & Liss-Riordan, P.C. ("LLR") in Boston. Lichten and Liss-Riordan is a Boston-based labor and employment firm, with a focus on wage and hour class actions.

4. I am a 1977 graduate of New York University School of Law, and I graduated from the University of Pennsylvania in 1974. For the past four decades I have been a labor and employment attorney. I currently serve as lead or co-lead counsel in many labor and employment class and collective action cases in federal courts around the country.

5. I have argued many appeals in wage and hour class and collective actions. See, e.g., Bedoya v. Am. Eagle Express Inc., 914 F.3d 812, 815 (3d Cir. 2019) (finding federal preemption of plaintiffs' misclassification claims under New Jersey's wage laws); Costello v. BeavEx, Inc., 810 F.3d 1045 (7th Cir. 2016) (affirming denial of defendant's motion for summary judgment and vacating District Court's denial of class certification); Chambers v. RDI Logistics, Inc., 65 N.E.3d 1 (Mass. 2016) (successfully overturning a grant of summary judgment to defendants); Hargrove v. Sleepy's, LLC, 106 A.3d 449 (N.J. 2015) (decision adopting "ABC" employment test for purposes of New Jersey's wage laws); Schwann v. FedEx Ground Package Sys., Inc., 813 F.3d 429 (1st Cir. 2016) (reversing grant of summary judgment for defendants); Scantland v. Jeffry Knight, Inc., 721 F.3d 1308 (11th Cir.2013) (reversing grant of summary judgment to Defendants); Somers v. Converged Access, Inc., 911 N.E.2d 739 (Mass.2009)

(landmark decision of the Massachusetts Supreme Judicial Court on independent contractor misclassification).

6. There are also numerous reported decisions in which I have been lead counsel in class and collective action cases, including: DaSilva v. Border Transfer of MA, Inc., 296 F. Supp. 3d 389 (D. Mass. 2017); Vargas v. Spirit Delivery & Distribution Servs., Inc., 245 F. Supp. 3d 268 (D. Mass. 2017); Swinney v. Amcomm Telecommunications, Inc., 30 F. Supp.3d 629 (E.D. Mich. June 24, 2014).

7. A number of courts have commented upon the experience of LLR in wage and hour class actions. See, e.g., Scovil v. FedEx Ground Package Sys., Inc., 886 F. Supp. 2d 45, 47 (D. Me. 2012) ("Harold Lichten of the firm of Lichten & Liss–Riordan, P.C. has extensive experience in class action litigation, employment litigation….").

Signed under penalty of perjury on this 14th day of January, 2020, in Boston, Massachusetts.

Harold Lichten

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

DECLARATION OF STEVEN A. SCHWARTZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT

I, Steven A. Schwartz, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a Partner and member of the Executive Committee at the law firm of

Chimicles Schwartz Kriner & Donaldson-Smith LLP ("CSKD"). I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Proposed Class Action Settlement and the accompanying request to be appointed interim co-class counsel pursuant to Fed. R. Civ. P. 23(g).

2. CSKD maintains offices in Haverford, Pennsylvania, and Wilmington, Delaware.

3. CSKD is a leading class action firm with a national practice, and has recovered billions of dollars on behalf of institutional, individual, and business clients.

4. CSKD has extensive experience litigating complex class action cases, as further detailed at my Firm's website, chimicles.com.

5. I graduated from Duke Law School in 1987, where I served as an editor and a senior editor of *Law & Contemporary Problems.*

6. I am admitted to practice in the Commonwealth of Pennsylvania, the Supreme Court of the United States, the Courts of Appeals for the Third, Sixth, Eighth, and Ninth Circuits, and the United States District Courts in the Eastern and Western Districts of Pennsylvania, the Eastern District of Michigan, and the District of Colorado.

7. I hold an "AV" rating from Martindale Hubbell and have been named a "Super Lawyer" by Law & Politics and the publishers of *Philadelphia Magazine* every year beginning in 2006, and have also been named a Top 100 Trial Lawyer and Top100 High Stakes Litigator by National Trial Lawyers.

8. I have a considerable track record of obtaining not just settlements, but also fully-litigated judgments sustained on appeal, representing a full recovery of damages suffered by class members. Cases where I have obtained full or near-full recoveries of class members' damages include the following:

- ***In re Cigna-American Specialty Health Administrative Fee Litigation***, No. 2:16-cv-03967-NIQA (E. D. Pa.). I served as co-lead counsel in this national class action alleging that defendant Cigna and its subcontractor, ASH, violated the written terms of ERISA medical benefit plans by treating ASH's administrative fees as medical expenses to artificially inflate the amount of "benefits" owed by plans and the cost-sharing obligations of plan participants and beneficiaries. The Court approved the $8.25 million settlement in which class members were automatically mailed checks representing a full or near-full recovery of the actual amount they paid for the administrative fees. ECF 101 at 4, 23-24.

- ***In re Apple iPhone/iPod Warranty Litig.,*** No. 3:10-1610-RS (N.D. Cal.). I served as co-lead counsel in this national class action in which Apple agreed to a $53 million non-reversionary, cash settlement to resolve claims that it had improperly denied warranty coverage for malfunctioning iPhones due to alleged liquid damage. Class members were automatically mailed settlement checks for more than 100% of the average replacement costs of their iPhones, net of attorneys' fees. *See* May 8, 2014 Order Granting Final Approval to Settlement Agreement, ECF 154 at 5 ("the Net Settlement Fund is sufficient to pay eligible Settlement Class Members approximately 117 percent of the average replacement cost paid to Apple for Class Devices of the same type and configuration, which represents an average payment of about $241 for each affected Class Device.").

- ***Rodman v. Safeway Inc***., No. 11-3003-JST (N.D. Cal.). I served as Plaintiffs' Lead Trial Counsel and presented all of the district court and appellate arguments in this national class action regarding grocery delivery overcharges. I was successful in obtaining a national class certification and a series of summary judgment decisions as to liability and damages resulting in a $42 million judgment, which represents a full recovery of class members' damages plus interest. The $42 million judgment was entered shortly after a scheduled trial was postponed due to Safeway's discovery misconduct, which resulted in the district court imposing a $688,000 sanction against Safeway. The Ninth Circuit affirmed the $42 million judgment. 2017 U.S. App. LEXIS 14397 (9th Cir. Aug. 4, 2017).

- ***In re Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig***., No. 06 C 7023, (N.D. Ill.) & Case 1:09-wp-65003-CAB (N. D. Ohio) (MDL No. 2001). I served as co-lead class counsel in this case which related to defective central control units ("CCUs") in front load washers manufactured by Whirlpool and sold by Sears. After extensive litigation, including two trips to the Seventh Circuit and a trip to the United States Supreme Court challenging the certification of the plaintiff class, I negotiated a settlement shortly before trial that the district court held, after a contested proceeding approval proceeding, provided a "full-value, dollar-for-dollar recovery" that was "as good, if not a better, [a] recovery for Class Members than could have been achieved at trial." 2016 U.S. Dist. LEXIS 25290 at *35 (N.D. Ill. Feb. 29, 2016).

- ***Chambers v. Whirlpool Corp., et al***., *Case No.* 11-1773 FMO (C.D. Cal.). I am co-lead counsel in this national class action involving alleged defects resulting in fires in

Whirlpool, Kenmore, and KitchenAid dishwashers. The district court approved a settlement which I negotiated that provides wide-ranging relief to owners of approximately 24 million implicated dishwashers, including a full recovery of out-of-pocket damages for costs to repair or replace dishwashers that suffered Overheating Events. In approving the settlement, Judge Olguin of the Central District of California described me as "among the most capable and experienced lawyers in the country in [consumer class actions]." 214 F. Supp. 3d 877, 902 (C.D. Cal. 2016).

- ***Wong v. T-Mobile,*** No. 05-cv-73922-NGE-VMM (E.D. Mich.). In this billing overcharge case, I served as co-lead class counsel and negotiated a settlement where T-Mobile automatically mailed class members checks representing a 100% net recovery of the overcharges and with all counsel fees paid by T-Mobile in addition to the class members' 100% recovery.

- ***In re Certainteed Corp. Roofing Shingle Products Liability Litig.***, No, 07-md-1817-LP (E.D. Pa.). In this MDL case related to defective roof shingles, I served as Chair of Plaintiffs' Discovery Committee and worked under the leadership of co-lead class counsel. The parties reached a settlement that provided class members with a substantial recovery of their out-of-pocket damages and that the district court valued at between $687 to $815 million. *See* ECF No. 217 at 8.

- ***Shared Medical Systems 1998 Incentive Compensation Plan Litig.***, Mar. Term 2003, No. 0885 (Phila. C.C.P.). In this case on behalf of Siemens employees, after securing national class certification and summary judgment as to liability, on the eve of trial, I negotiated a net recovery for class members of the full amount of the incentive compensation sought (over $10 million) plus counsel fees and expenses. At the final settlement approval hearing, Judge Bernstein remarked that the settlement "should restore anyone's faith in class action[s]. . . ." I served as co-lead counsel in this case and handled all of the arguments and court hearings.

- ***In re Pennsylvania Baycol: Third-Party Payor Litig.***, Sept. Term 2001, No. 001874 (Phila. C.C.P.) ("Baycol"). I served as co-lead class counsel in this case brought by health and welfare funds and insurers to recover damages caused by Bayer's withdrawal of the cholesterol drug Baycol. After extensive litigation, the court certified a nationwide class and granted plaintiffs' motion for summary judgment as to liability, and on the eve of trial, I negotiated a settlement providing class members with a net recovery that approximated the maximum damages (including pre-judgment interest) that class members suffered. That settlement represented three times the net recovery of Bayer's voluntary claims process (which AETNA and CIGNA had negotiated and was accepted by many large insurers who opted out of the class early in the litigation).

- ***Wolens v. American Airlines, Inc.*** I served as plaintiffs' co-lead counsel in this case involving American Airlines' retroactive increase in the number of frequent flyer miles needed to claim travel awards. In a landmark decision, the United States Supreme Court held that plaintiffs' claims were not preempted by the Federal Aviation Act. 513 U.S. 219 (1995). After eleven years of litigation, American Airlines agreed to provide class

members with mileage certificates that approximated the full extent of their alleged damages, which the Court, with the assistance of a court-appointed expert and after a contested proceeding, valued at between $95.6 million and $141.6 million.

- ***In Re ML Coin Fund Litigation,*** (Superior Court of the State of California for the County of Los Angeles). I served as plaintiffs' co-lead counsel and successfully obtained a settlement from defendant Merrill Lynch in excess of $35 million on behalf of limited partners, which represented a 100% net recovery of their initial investments (at the time of the settlement the partnership assets were virtually worthless due to fraud committed by Merrill's co-general partner Bruce McNall, who was convicted of bank fraud).

- ***Nelson v. Nationwide,*** July Term 1997, No. 00453 (Phila. C.C.P.). I served as lead counsel on behalf of a certified class. After securing judgment as to liability in the trial court (34 Pa. D. & C. 4th 1 (1998)), and defeating Nationwide's Appeal before the Pennsylvania Superior Court, 924 PHL 1998 (Dec. 2, 1998), I negotiated a settlement whereby Nationwide agreed to pay class members approximately 130% of their bills.

9. Of particular relevance, the claims in this litigation are substantially similar to the claims asserted in *Shared Medical Systems 1998 Incentive Compensation Plan Litig*. described above.

10. CSKD associates Samantha Holbrook and Mark DeSanto assisted me in the prosecution of this action.

11. Ms. Holbrook has extensive experience in consumer protection class action litigation, as well as class action litigation challenging predatory lending practices, breach of fiduciary duty, and antitrust claims in federal courts throughout the country. She has assisted in obtaining substantial recoveries in numerous class action on behalf of investors and participants in employee stock ownership plans including the following:

- ***Board of Trustees of the AFTRA Retirement Fund, et al. v. JPMorgan Chase Bank, N.A.***, 09-CV-686 (SAS), 2012 WL 2064907 (S.D.N.Y. June 7, 2012) (approving $150 million settlement).

- ***In re 2008 Fannie Mae ERISA Litigation***, Case No. 09-cv-1350 (S.D.N.Y.) ($9 million settlement on behalf of participants in the Federal National Mortgage Association Employee Stock Ownership Plan).

12. Mr. DeSanto has extensive experience in securities, consumer protection, data breach, TCPA and other forms of class actions. To date, Mr. DeSanto has been involved in the prosecution of the following federal court class actions:

- ***In re Cigna-American Specialty Health Admin. Fee Litig.*** mentioned above.
- ***High St. Rehab., LLC v. Am. Specialty Health Inc.***, No. 2:12-cv-07243-NIQA, 2019 U.S. Dist. LEXIS 147847 (E.D. Pa. Aug. 29, 2019) (settled – $11.75 million) (represented a class of chiropractors and other similar healthcare practitioners alleging, inter alia, that Cigna and its third-party claims management provider's use of utilization management review ("UMR") when evaluating out-of-network claims for chiropractic services performed on individuals who participated in employer-sponsored health benefits Plans that Cigna insured and/or for which Cigna administered benefits claims violated ERISA).
- ***In re St. Jude Medical, Inc. Securities Litigation***, Civ. No. 10-0851 (D. Minn.) (settled – $39.25 million) (represented financial institutions in class action lawsuit brought on behalf of all St. Jude Medical Inc. shareholders, alleging that the company and its executives violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934).
- ***In re Target Corporation Customer Data Security Breach Litigation***, MDL No. 14–2522 (D. Minn.) (settled – $39 million) (represented a class of payment card issuing financial institutions in nationwide class action against Target for its highly-publicized 2013 data breach in which roughly 110 million Target customers' personal and financial information was compromised by hackers).
- ***Louisiana Municipal Police Employees' Retirement System v. Green Mountain Coffee Roasters, Inc. et al.,*** Civ. No. 2:11-cv-00289 (D. Vt.) (settled – $36.5 million) (represented financial institutions in class action lawsuit brought on behalf of all Keurig Green Mountain shareholders, alleging that the company and its executives violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934).
- ***Washtenaw County Employees' Retirement System v. Walgreen Co. et al.***, Civ. No. 1:15-cv-03187 (N.D. Ill.) (represented financial institutions in class action lawsuit brought on behalf of all Walgreens shareholders, alleging that the company and its executives violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934);
- ***Dennington et al. v. State Farm Fire & Casualty Co. et al.***, Civ. No. 4:14-cv-04001-SOH (W.D. Ark.) (represented a class of State Farm insureds in nationwide class action against State Farm alleging that it breached its homeowners insurance policies by unlawfully depreciating labor when calculating actual cash value payments to insureds);
- ***Green v. American Modern Home Ins. Co.***, Civ. No. 4:14-cv-04074-SOH (W.D. Ark.) (represented a class of American Modern insureds in nationwide class action against American Modern alleging that it breached its homeowners insurance policies by unlawfully depreciating labor when calculating actual cash value payments to insureds); and,

- ***Larey et al. v. Allstate Property and Casualty Co.***, Civ. No. 14-cv-04008-SOH (W.D. Ark.) (represented a class of Allstate insureds in nationwide class action against Allstate alleging that it breached its homeowners insurance policies by unlawfully depreciating labor when calculating actual cash value payments to insureds).

13. Because Plaintiffs' claims raised issues under Delaware law, my partner Robert J. Kriner, who heads my firm's Delaware office, provided assistance in the prosecution of this action as well. Mr. Kriner has prosecuted actions, including class and derivative actions, on behalf of stockholders, limited partners and other investors with claims relating to mergers and acquisitions, hostile acquisition proposals, the enforcement of fiduciary duties, the election of directors, and the enforcement of statutory rights of investors such as the right to inspect books and records. Among his recent achievements are:

- ***Sample v. Morgan, C.A. No. 1214-VCS*** (obtaining full recovery for shareholders diluted by an issuance of stock to management).

- ***In re Genentech, Inc. Shareholders Litigation***, Consolidated C.A. No. 3911-VCS (leading to a nearly $4 billion increase in the price paid to the Genentech stockholders).

- ***In re Kinder Morgan, Inc. Shareholders Litigation***, Consolidated Case No. 06-C-801 (action challenging the management led buyout of Kinder Morgan, settled for $200 million).

14. Tiffany J. Cramer, Senior Counsel to the firm, also provided assistance. Ms. Cramer Ms. Cramer has assisted in the prosecution of numerous shareholder and unitholder class and derivative actions arising pursuant to Delaware law, including:

- ***In re Starz Stockholder Litigation***, C.A. No. 12584-VCG (Del. Ch.) (Co-Lead Counsel in Court of Chancery class action challenging the acquisition of Starz by Lions Gate Entertainment Corporation, which led to a settlement of $92.5 million).

- ***In re Freeport McMoRan Copper & Gold, Inc. Deriv. Litig***., C.A. No. 815-VCN (Del. Ch.) (Co-Lead Counsel in Court of Chancery derivative litigation arising from Freeport McMoRan Copper & Gold, Inc.'s acquisition of Plains Exploration Production Co. and McMoran Exploration Production Co, which led to a settlement valued at nearly $154 million, including an unprecedented $147.5 million dividend paid to Freeport's stockholders).

- ***City of Roseville Employees' Retirement System, et al. v. Ellison, et al***., C.A. No. 6900-VCP (Del. Ch.) (Co-Lead Counsel in the Court of Chancery derivative action challenging the acquisition by Oracle Corporation of Pillar Data Systems, Inc., a company majority-owned and controlled by Larry Ellison, the Chief Executive Officer and largest shareholder of Oracle, which led to a settlement valued at $440 million, one of the larger derivative settlements in the history of the Court of Chancery).

- ***In Re Genentech, Inc. Shareholders Litigation, Consol.*** C.A. No. 3911-VCS (Del. Ch.) (Co-Lead Counsel in the Court of Chancery class action litigation challenging Roche Holding's buyout of Genentech, Inc., which resulted in a settlement providing for, among other things, an additional $4 billion in consideration paid to the minority shareholders of Genentech, Inc.).

- ***In re Atlas Energy Resources, LLC Unitholder Litigation***, Consol. C.A. No. 4589-VCN (Co-Lead Counsel in the Court of Chancery class action litigation challenging Atlas America, Inc.'s acquisition of Atlas Energy Resources, LLC, which resulted in a settlement providing for an additional $20 million fund for former Atlas Energy Unitholders).

- ***In re Barnes & Noble Stockholder Derivative Litigation***, C.A. No. 4813-CS (Del. Ch.) (Co-Lead Counsel in the Court of Chancery derivative litigation arising from Barnes & Noble, Inc.'s acquisition of Barnes & Noble College Booksellers, Inc., which resulted in a settlement of nearly $30 million).

I declare pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on January 15, 2020 in Haverford, Pennsylvania.

By: /s/ *Steven A. Schwartz*
Steven A. Schwartz

Counsel for Plaintiffs
and the Proposed Class

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

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT AND OTHER RELATED RELIEF

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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 on behalf of 4,501 putative class members who worked as Band 4-8 managers for Defendant Aramark Corporation ("Aramark") across the country and were eligible for FY 2018 bonuses. The proposed settlement, which is memorialized in the attached Joint Stipulation of Settlement ("Stipulation") (Doc. 32-1), requires Aramark to make a maximum payment of $21,000,000. If the Court ultimately approves $5,335,000 in requested attorney's fees and expenses and $165,000 in requested service awards for the Plaintiffs, then $15,500,000 can be paid to 4,501 bonus-eligible managers for Aramark who are covered by the settlement. These individual payouts will range between $71,945 and $250, with a mean payout of $3,243, and a median payout of $1,026. Moreover, every class member will receive a payment *greater than* the difference between (a) their maximum estimated FY 2018 bonus and (b) any payments Aramark paid them in February 2019 that Aramark described as Special Recognition Awards, other similar awards, and/or actual bonus payments. Importantly, if the Court approves the settlement, class members will automatically receive their payments without the need to fill out any claim form or take any other action.

As discussed below, the Court "should direct notice in a reasonable manner" of the settlement to the 4,501 covered managers because, at the final approval stage, the Court "will likely be able to" (i) grant final approval of the settlement under the criteria described in Federal Rule of Civil Procedure ("Civil Rule") 23(e)(2) and (ii) certify the settlement class. See Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii). Moreover, the Court should approve the class notice form and protocols because they constitute "the best notice that is practicable" under Fed. R. Civ. P. 23(c)

(2)(B) and should appoint the undersigned law firms as interim class counsel under Fed. R. Civ. P. 23(g)(3).

I. BACKGROUND

A. Aramark and the FY 2018 Manager Bonuses

1. Band 5-8 Managers

Aramark is in the business of providing food, facilities, and uniform services to schools, universities, businesses, hospitals, convention centers, sports/entertainment venues, and other customers throughout the world. As part of its operations, Aramark classifies its managerial employees as falling within various "Career Bands." Career Band 1 is the highest level and includes Aramark's upper corporate management, while Career Band 8 is the lowest level of management.

Near the beginning of each fiscal year (which runs from runs from October 1 to September 30), Aramark has historically published summaries of bonus plans that apply to its managers. These are the Management Incentive Bonus plan ("MIB") and the Front Line Manager Bonus plan ("FLM") (collectively "Bonus Plans"). Aramark summarized the Bonus Plans to provide managers with a specific and objective description of the manner in which their bonuses would be calculated.

In fiscal years prior to 2018, Aramark paid its bonus-eligible managers payments in accordance with the Bonus Plans. These payments were typically made in December of each year, three months after Aramark closes its fiscal year. Importantly, under the Bonus Plans, managers did not need to be employed by Aramark at the time the payments were made. Rather, with a few exceptions, managers needed to be employed by Aramark for six months in the applicable fiscal year and on the last day of that fiscal year to meet the initial bonus eligibility

threshold.[1]

Consistent with its annual practices, Aramark sent all managers the applicable "FY 2018 Management Incentive Bonus (MIB) Plan" summary or "FY 2018 Front Line Manager (FLM) Bonus Plan" summary in a February 2018 email. After the close of FY 2018 on September 30, 2018, Plaintiffs and various other bonus eligible managers anticipated receiving their bonuses in December 2018 consistent with prior years' practices.

However, on December 3, 2018, an email was sent addressed to "[a]ll US Bonus Eligible Employees" at Aramark titled, "Attention Required: Important Notice Regarding FY 18 Bonus" stating, "This is to inform you that bonus payments, historically paid in December, will be paid in February."[2] On January 29, 2019, Aramark sent currently employed managers a follow-up email stating that FY 2018 bonus payments would be made on February 15, 2019.

A few days later on Friday, February 1, 2019, Aramark sent another email to its currently employed managers stating that it was "not pay[ing] Fiscal Year performance bonuses for bands 5-8 in the US." In that same email, Aramark announced that it would be making "one-time special recognition award[s] to select US leaders" using its "tax reform benefits," and that the "amount of these awards would be the same for eligible employees within each band." These "special recognition awards" (or "SRA(s)") were paid out in February 2019 to only those Band 5-8 managers who were currently employed by Aramark. Eligible managers who were no longer with the company did not receive SRA payments or any similar compensation.

[1] In other words, a manager could resign or be terminated not for cause on October 1st and receive a bonus as if she was still working for Aramark even though she was not employed by the company at the time the bonus payments were eventually made.

[2] Bonus eligible managers who were no longer employed by Aramark did not receive these or any other communications regarding their FY2018 bonuses.

2. Band 4 Managers

Band 4 managers were eligible for the MIB Bonus plan just like Band 5 MIB Bonus plan participants. They had historically received the MIB Bonus plan summary at the beginning of each fiscal year and received their bonus payments in December. Like Band 5-8 managers, Band 4 managers alleged that they did not receive their bonus payments in December 2018. In February 2019, they did receive what Aramark stated was "your FY18 MIB payment." Besides being paid later than in prior years, Plaintiffs allege that the circumstances regarding those payments were different from the Band 4 MIB bonus payment in prior years. For example, in prior years Aramark provided Band 4 managers (plus Band 5-8 managers) with an "Employee Worksheet" reflecting exactly how each manager's bonus was calculated. Aramark did not provide Band 4 managers their Employee Worksheets or otherwise explain the basis for the underlying calculations of their "FY18 MIB payments" even though Plaintiffs allege that the payments did not appear to track the terms of the MIB Plan.

B. Plaintiffs' Legal Claims and Procedural History

1. Lacher et al., v. Aramark Corporation, **Case No. 2:19-cv-00687-JP (E.D. Pa.)**

On February 19, 2019, Henry Lacher filed a class action lawsuit in this Court against Aramark titled Lacher et al., v. Aramark Corporation, Case No. 2:19-cv-00687-JP (E.D. Pa) (the "Lacher case"). See Doc. 1. The Lacher case alleged that Aramark violated state common-law by failing to pay eligible Band 5-8 managers nationwide FY 2018 bonuses in accordance with the Bonus Plans. Id. Lacher also included statutory claims under the South Carolina Payment of Wages Act on behalf of a sub-class of Aramark's management employees who worked in South

Carolina during the relevant period. Id. At the time Mr. Lacher filed his case,[3] he was a current Band 5 manager for Aramark.

Mr. Lacher subsequently filed two separate amendments to his Complaint between February 2019 and April 2019. See Docs. 3, 14. As part of these amendments, twelve additional Aramark Band 5-8 managers[4] from ten other states across the country joined Mr. Lacher as named plaintiffs in the Lacher case to pursue claims for unpaid FY 2018 bonuses. Id. In addition, these plaintiffs added additional statutory claims in their amended pleadings under the laws of North Carolina, Illinois, Pennsylvania, New York, Iowa, Massachusetts, and California. Id. The amendments also attached various company documents concerning the Band 5-8 bonus plan including, *inter alia*, initial job offer letters referencing the bonuses, Bonus Plan summaries, and the emails referenced in section I.A.1, *infra* regarding the delay and eventual cancellation of the FY 2018 bonuses for Band 5-8 managers. Id.

In response to the Lacher case, Aramark filed a motion for partial dismissal for failure to state a claim pursuant to Fed. R. Civ. P. 12(b)(6), see Doc. 15, and a motion to strike the class action claims pursuant to Fed. R. Civ. P. 12(f), 23(c)(1)(A) and (d)(1)(D), see Doc. 16. The plaintiffs filed lengthy oppositions to these motions, see Docs. 19-20, and Aramark was permitted to file reply briefs, see Docs. 25-26.

***2. Mercer et al., v. Aramark Corporation*, Case No. 2:19-cv-02762-JP**

On June 21, 2019, Michael Mercer and Leo Ford filed a separate class action lawsuit with

[3] Mr. Lacher was originally joined by another Aramark manager as a co-named plaintiff on his Complaint. See Doc. 1. However, this individual filed a notice of voluntary dismissal pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) shortly after the Complaint was filed. See Doc. 2.

[4] These additional plaintiffs are 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. Id.

this Court against Aramark titled Mercer et al., v. Aramark Corporation, Case No. 2:19-cv-02762-JP (E.D. Pa.) (the "Mercer case"). See Doc. 1. Mr. Mercer was a former Band 4 manager and Mr. Ford was a former Band 6 manager. As in the Lacher case, Mr. Mercer and Mr. Ford also alleged that Aramark violated state law by failing to properly pay FY 2018 bonuses to Band 5-8 managers, and in addition, alleged that the company failed to pay FY 2018 bonuses to eligible Band 4 managers. See id. The Mercer case also raised other claims, including that Aramark breached the terms of certain Restricted Stock Unit ("RSU") awards by failing to convert RSUs held by certain employees into common stock due to Aramark's sale of its Healthcare Technology line of business as a going concern to TRIMEDX. Id. The Mercer complaint also raised questions about certain discrete accounting practices regarding the calculation of pre-2018 bonuses. Id.

Similar to the Lacher case, Aramark filed a motion to dismiss the Mercer case in its entirety and a motion to strike the class claims. See Docs. 6-7. The plaintiffs in the Mercer case filed oppositions to these motions in late September 2019, and Aramark was permitted to file reply briefs. See Docs. 11-12, 16-17.

C. Aramark's Opposition to Plaintiffs' Legal Claims

As evidenced in the motions discussed above that Aramark filed in both the Lacher case and the Mercer case, the company vigorously opposed Plaintiffs' legal claims and has asserted several defenses to those claims. In this regard, the Court is referred to the following summary, which has been drafted by Aramark's counsel:

> First, Aramark has asserted that Plaintiffs cannot rely on any express contract, agreement, or bonus plan document to establish their purported entitlement to the FY 18 bonuses. Specifically, Aramark has taken the position that all of the documents Plaintiffs reference in their Complaints establish – at best – the requirements for bonus eligibility, not entitlement. Moreover, Aramark's formal bonus plan document explicitly states that Aramark's CEO has authority to

reduce or eliminate all bonus payments under the plan. Thus, Aramark has asserted that Plaintiffs cannot establish that they have a contractual entitlement for their common law breach of contract claims. Likewise, Aramark has asserted that because Plaintiffs cannot prove that they are entitled to the FY 18 bonuses they seek, they cannot prove that those bonuses were "earned" or otherwise owed to them under various state wage payment laws.

Second, Aramark has asserted that Plaintiffs' equitable claims for unjust enrichment and/or promissory estoppel pled in the alternative are without merit. Specifically, while it is true that Aramark decided not to pay the FY 18 bonuses for employees in certain job levels because there was great disparity in financial performance across its lines of business, that decision did not necessarily have a detrimental impact on the majority of affected managers. This is because, in a separate effort to recognize select managers for their success, impact, and importance to Aramark, the Company provided one-time SRAs or other similar one-time awards to certain managers (including several of the Plaintiffs) in early 2019. The total amount of those one-time awards was over $55,000,000, which was more than the total of all bonus payments the putative nationwide class of managers in Bands 5-8 would have received if regular bonuses had been awarded. As a result, for the majority of affected managers who received the FY 19 SRAs, total cash compensation including the FY 19 SRAs actually ended up being greater than it would have been if Aramark had actually paid bonuses and not paid the SRAs. Simply put, Aramark has asserted that Plaintiffs cannot establish that Aramark acted unconscionably or that Plaintiffs suffered harm in reliance on a promise from Aramark.

Third, Aramark has asserted that Mercer's pre-2018 bonus miscalculation claims are utterly without merit. Specifically, Aramark has asserted that Mercer's allegation that Aramark reduced revenue calculations for late client payments even if the client eventually paid is wrong. Consistent with Generally Accepted Accounting Principles (i.e., "GAAP"), accounts receivable (i.e., client payments owed) were written off over time from adjusted operating income ("AOI"), but did not impact revenue calculations at all. Importantly, if a client eventually paid Aramark, the write-off from AOI was reversed to give the manager full credit for the paid amount. With regard to Mercer's allegations about unused vacation, the performance targets Aramark set for its bonus plans did not factor in paid vacation usage of a manager's employees at all. Aramark intended for its bonus plan targets to be vacation-neutral. Finally, with regard to the core exchange refund issue, Mercer cannot point to any specific promise by Aramark to give managers credit for manufacturer refunds on such products returned by its clients.

Fourth, Aramark has asserted that Mercer's claim for RSUs is also baseless because it is based on the incorrect premise that Aramark should have vested all of his RSUs after the Healthcare Technologies line of business was sold to another company. However, the applicable stock incentive plan specifically states that unvested RSUs will only vest as part of a "Change of Control," which only occurs

> when all or substantially all of the shares of Aramark, the parent company, are sold. Thus, it is Aramark's position that sale of its smallest line of business does not constitute a Change of Control under any reading of the plan.
>
> Finally, as noted in the motions to strike, Aramark has asserted that Plaintiffs' prospects of certifying their putative nationwide classes under Rule 23 are just as dire as their chances of prevailing on the merits of their claims. In particular, Aramark has asserted that courts have consistently held that common law claims, such as those brought by Plaintiffs here, are inappropriate for nationwide class certification. This is because Aramark argued that there are material differences in the various states' laws concerning the elements of and defenses to breach of contract, unjust enrichment, and promissory estoppel claims that would make adjudication of those claims unmanageable. But even if the differences in state law did not preclude class certification, Aramark asserted that Plaintiffs' claims would inherently require individualized inquiries that cannot be resolved on a class-wide basis. For example, because Plaintiffs cannot point to any uniformly applicable written agreement or promise to pay the bonuses they seek, they would have to rely on individual emails or alleged verbal communications to even establish that there was an agreement or promise by Aramark to pay any bonuses.

Accordingly, Plaintiffs faced substantial litigation risks had this matter not been settled.

II. THE SETTLEMENT

A. The Mediation

While Aramark's motions in the Lacher and Mercer cases were pending, the parties began discussing potential resolution of these cases. They agreed to retain Hunter Hughes, Esq. to serve as a mediator. Mr. Hughes is considered one of the preeminent mediators in the country and has helped resolve hundreds of multi-million-dollar class and collective action settlements. See generally http://www.hunteradr.org/.

In advance of the mediation, Plaintiffs sent detailed requests for documents and other information to Aramark. The company responded by providing lengthy Excel spreadsheets providing, *inter alia*: (i) the estimated FY 2018 bonus payments for all 4,501 eligible Band 4-8 managers; (ii) what Aramark identified as MIB payments made for FY 2018 (Band 4 only); and (iii) any SRA or similar payments these individuals received from Aramark in February 2019.

Aramark advised Plaintiffs' Counsel that the "estimated bonus" was Aramark's calculation of the maximum potential bonus for each manager based on the assumption that each manager met all of his or her individual objectives as set forth in the applicable Bonus Plans. Plaintiffs' counsel used this data to calculate Aramark's combined potential exposure in the Lacher and Mercer cases concerning the payment of FY 2018 bonuses, including potential penalties under various states' statutory law. Based on these calculations, it is Plaintiffs' position that Aramark's potential exposure exceeded $64.5 million had Plaintiffs obtained class certification on behalf of all 4,501 bonus eligible managers and ultimately prevailed on every potential claim in every state with a statutory remedy for unpaid wages.

The mediation lasted the entire day on November 5, 2019, with discussions continuing on November 6th. On November 8th, the parties reached an agreement in principle to resolve the combined cases for $21,000,000, after Mr. Hughes proposed a final mediators' number to both sides.

B. The Stipulation.

The Stipulation's material terms are briefly summarized below.

1. The Settlement Class

For purposes of settlement only, the parties have agreed to certification of the following nationwide class pursuant to Federal Rule of Civil Procedure 23: "[A]ll Aramark employees in Bands 4-8 who were eligible for MIB or FLM bonuses for FY 2018, but excluding individuals who: (1) individually settled their claims for MIB or FLM bonuses for FY 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." Stipulation (Doc. 32-1) at ¶ 2.8 (defining "Class Members").[5] A total of 4,501 individuals fall within the proposed class definition.[6]

2. The Monetary Payments

Aramark has agreed to create a total settlement fund of $21,000,000. See Stipulation (Doc. 32-1) at ¶ 2.21 (defining "Maximum Settlement Amount"). If the Court approves the requested service award and attorneys' fees/expenses, the remaining funds available to the class will total $15,500,000, less any settlement amounts allocated to class members who decide to opt-out of the settlement.[7]

The $15,500,000 will be distributed to class members who do not exclude themselves based on the following formula: All settlement class members will receive: (a) a payment of $250; plus (b) an amount equal to the difference between his/her estimated bonus for FY 2018 and the amount of any FY 2018 MIB Payments *and/or* any SRAs or similar awards that were received in February 2019, to the extent the estimated bonus was greater than the total of the

[5] The class does not include: (i) persons who were not employed by Aramark as of the last day of Aramark's FY 2018 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 FY 2018; and (ii) persons who timely and properly exclude themselves from the class in accordance with the Stipulation. Id.

[6] There are approximately 228 individuals from 23 different states in the proposed class who are Band 4 Managers, while there are approximately 4,273 individuals from 49 states, the District of Columbia, and Puerto Rico, who fall within Bands 5-8.

[7] Seventy (70) percent of class members' gross settlement payments will be treated like a payroll check and reduced for taxes and withholdings ordinarily borne by both employees and employers. See id. at ¶ 5.1. The remaining thirty (30) percent of class members' gross settlement payments will be treated as an IRS 1099 payment from which no taxes will be withheld, representing the various state law penalties and/or liquidated damages that class members could have received if Plaintiffs prevailed on their state law statutory claims, which would not have been taxable as wages. Id.

other payments to class members; plus (c) for Band 5-8 class members only, an amount equal to approximately 6.5% of their estimated FY 2018 bonus. See Stipulation (Doc. 32-1) at ¶¶ 2.4, 4.1. In addition, the 41 class members whose RSUs were voided due to Aramark's sale of its Healthcare Technology business line 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. Id. Under this allocation, class members will receive payments ranging between $71,945 and $250, with a mean payout of $3,243, and a median payout of $1,026. These net payments (after attorneys' fees and costs) represent approximately 22.6% of Aramark's potential exposure had Plaintiffs obtained class certification and ultimately prevailed in this matter.

As noted in the allocation formula discussed above, Bands 5-8 are receiving an additional amount equal to approximately 6.5% of their estimated FY 2018 bonus as part of their individual settlement amount that Band 4 managers will not receive. This difference is based on the claims for each of these groups and potential unique defenses to these claims. Most notably is Aramark's argument that the Band 4 managers actually received partial FY 2018 bonus payments, while those Band 5-8 managers who were still employed by Aramark in February 2019 received separate SRA payments. After substantial debate and briefing on this issue among Plaintiffs' counsel, mediator Hunter Hughes, acting as a *de facto* arbitrator, concluded the allocation formula set forth herein is reasonable and equitable for all class members based on, *inter alia*, potential "set-off" defenses that may have been stronger against the claims of Band 4 managers than the claims of Band 5-8 managers.

Subject to Court approval, a total of $165,000 will be distributed to the fifteen (15) named plaintiffs as service awards in recognition of their efforts on behalf of the class. See

Stipulation (Doc. 32-1) at ¶ 2.33. If approved, named Plaintiff Henry Lacher will receive a $25,000 service award[8] while the other fourteen (14) named plaintiffs will receive $10,000 awards. Id.

In addition, Plaintiffs' counsel will seek the Court's approval of attorneys' fees and costs totaling $5,335,000. Id. at ¶ 11.1. The requested fees and expenses for Plaintiffs' counsel total 25.4% of the total settlement fund. Moreover, any disapproved service awards, fees, or expenses will be re-allocated to members of the class. See id. at ¶ 11.4.

3. The Release

In exchange for the above consideration, class members who do not opt-out and exclude themselves from the settlement 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 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 January 15, 2020, related to bonuses and/or restricted stock units for FY 2018 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

[8] The higher proposed service award payment to Mr. Lacher is in recognition of the additional contributions he made toward the case.

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. See Stipulation (Doc. 32-1) at ¶¶ 10.1. In addition, each of the Plaintiffs have agreed to a broader "general release" of all claims against Aramark in consideration for the proposed service awards discussed above. Id. at ¶ 10.2.

III. ARGUMENT

A. Approval of Class Action Settlements Under Amended Rule 23(e)

"In evaluating a class action settlement under Rule 23(e), a district court determines whether the settlement is fundamentally fair, reasonable and adequate." Ehrheart v. Verizon Wireless, 609 F.3d 590, 592 (3d Cir. 2010) (citing Fed. R. Civ. P. 23(e)(2)). As the Third Circuit observed:

> The role of a district court is not to determine whether the settlement is the fairest possible resolution – a task particularly ill-advised given that the likelihood of success at trial (on which all settlements are based) can only be estimated imperfectly. The Court must determine whether the compromises reflected in the settlement – including those terms relating to the allocation of settlement funds – are fair, reasonable, and adequate when considered from the perspective of the class as a whole.

In re Baby Products Antitrust Litig., 708 F.3d 163, 173-74 (3d Cir. 2013); see also In re Gen. Motors Pick-Up Truck Fuel Tank Products Liab. Litig., 55 F.3d 768, 784 (3d Cir. 1995) ("The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.").

Rule 23 was amended effective December 1, 2018. Under a new heading reading "Grounds for Decision to Give Notice," the rulemakers specifically address the standard for *preliminary* review of class action settlements:

> (e) Settlement, Voluntary Dismissal, or Compromise. The claims, issues, or defenses of a certified class – or a class proposed to be certified for purposes of settlement – may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:
>
> (1) *Notice to the Class.*
>
> (A) *Information That Parties Must Provide to the Court.* The parties must provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class.
>
> (B) *Grounds for a Decision to Give Notice.* The court must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties' showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.

Fed. R. Civ. P. 23(e)(1).[9]

B. Preliminarily Approval is Warranted

As noted above, amended Rule 23(e) establishes that, at the "preliminary approval" stage,

[9] 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 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 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).

a district court must address two questions: (1) whether it "will likely be able to . . . approve the proposal under Rule 23(e)(2)," and (2) whether it "will likely be able to . . . certify the class for purposes of judgment on the proposal." As discussed below, both requirements are satisfied:

1. The Court "will likely be able to . . . approve the proposal under Rule 23(e)(2)"

To determine whether the Court "will likely be able to . . . approve the proposal under Rule 23(e)(2)," we must look to Rule 23(e)(2)'s newly-minted approval factors. These factors appear under a heading reading "Approval of the Proposal":

> *(2) Approval of the Proposal.* If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:
>
> (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). As discussed below, Plaintiffs will likely satisfy each of these factors:

a. <u>Rule 23(e)(2)(A): The class representatives and class counsel have adequately represented the class.</u>

This factor focuses "on the actual performance of counsel acting on behalf of the class." Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018) (hereafter "Advisory Committee Notes"); <u>see</u> <u>also</u> <u>In re Warfarin Sodium Antitrust Litig.</u>, 391 F.3d 516, 531 (3d Cir. 2004) (class

counsel should have "adequate appreciation of the merits of the case before negotiating"); In re National Football League Players' Concussion Injury Litigation, 821 F.3d 410, 439 (3d Cir. 2016) (plaintiffs' counsel should "develop[] enough information about the case to appreciate sufficiently the value of the claims.").

Here, this factor is likely to be satisfied. As discussed in section II.B.2 *supra*, the settlement payments to class members represent approximately ***22.6%*** of Plaintiffs' counsel's estimated recovery in this case had Plaintiffs obtained certification of the entire 4,501 person class and prevailed on the merits, including receiving the maximum state-law statutory penalties in every state that has such protections for the payment of wages. As discussed in section I.C *supra*, Aramark asserts that it possessed several legal arguments that could have potentially resulted in Plaintiffs and class members receiving nothing or substantially less than what they will receive under this settlement.

In addition, Plaintiffs' counsel also spent significant time responding to Aramark's lengthy motions to dismiss and motion to strike the class claims that were filed in the Lacher and Mercer cases. See section I.B *supra*. This allowed Plaintiffs' counsel to fully appreciate the risks Plaintiffs faced had the case proceeded and not been resolved.

Moreover, prior to settling the case, Plaintiffs' counsel sought and obtained, *inter alia*, data from Aramark which provided the following for each manager in the class: (i) his/her estimated FY 2018 bonus payment; (ii) any amounts of the payments Aramark identified as FY18 MIB payments; and (iii) the amounts of SRAs or other payments made in February 2019.

Plaintiffs' counsel also obtained the back-up calculation for the estimated FY 2018 bonus payments for several of the named Plaintiffs. This allowed Plaintiffs' counsel to test the validity of the estimated FY 2018 bonus payment data produced by Aramark and verify it for purposes of

negotiating the settlement.

Based on the results obtained in this case as well as the work performed by Plaintiffs' counsel prior to the mediation, it is likely that the Court will find this factor to be satisfied.

b. Rule 23(e)(2)(B): The proposal was negotiated at arm's length.

This factor focuses on whether the settlement negotiations "were conducted in a manner that would protect and further the class interests." Advisory Committee Notes. Here, this factor is likely to be satisfied because the settlement was achieved through arm's-length negotiations between the parties with the assistance of an experienced neutral third-party mediator. See section II.A *supra*. "'[T]he participation of an independent mediator in settlement negotiations virtually [e]nsures that the negotiations were conducted at arm's length and without collusion between the parties.'" Bellum v. Law Offices of Frederic I. Weinberg & Assocs., P.C., 2016 U.S. Dist. LEXIS 124202, *15 (E.D. Pa. Sept. 12, 2016).

c. Rule 23(e)(2)(C)(i): The relief provided for the class is adequate, taking into account the costs, risks, and delay of trial and appeal.

This factor recognizes that while the "relief that the settlement is expected to provide to class members is a central concern," such relief must be viewed in relation to "the cost and risk involved in pursuing a litigated outcome." Advisory Committee Notes. This analysis "cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure." Id.

Here, this factor is likely to be satisfied. First, absent settlement, the costs and delays associated with this litigation would be significant. The Court would be required to resolve Aramark's motions to dismiss and motion to strike the class claims in both the Lacher and Mercer cases. See Section I.B *supra*. If Plaintiffs prevailed on these motions, there would have

been extensive discovery in addition to contested motions for class certification and summary judgment in both cases. Trial in these cases would probably not have commenced until at least 2021. Even after trial, potential appeals could delay the final outcome of the case for several years. In sum, continued adversarial litigation would be a long, complicated, and expensive process for the parties and the Court.

With respect to litigation risk, the Court is respectfully referred to Section I.C *supra*. As explained therein, there is the potential that Aramark could win and leave Plaintiffs and class members with no recovery.

d. Rule 23(e)(2)(C)(ii): The relief provided for the class is adequate, taking into account the effectiveness of the proposed method of distributing relief to the class including the method of processing class-member claims if required.

Under this factor, the court "scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims" and "should be alert to whether the claims process is unduly demanding." Advisory Committee Notes. This factor is likely to be satisfied because class members are not required to file claim forms in order to receive a settlement payment. See Stipulation (Doc. 32-1) at ¶¶ 2.35, 4.3, 8.1. Moreover, every individual covered by the settlement will receive an *individualized* notice form that explains the settlement and specifies his/her anticipated settlement payment amount and how it was calculated. See id. at ¶ 2.23 and Ex. 1. It also provides a process for class members to seek a review of their estimated individual settlement payment and the manner that it was calculated. See id. at ¶¶ 4.5, 8.3 and Ex. 1 at § 3.

e. Rule 23(e)(2)(C)(iii): The terms of any proposed award of attorney's fees, including the timing of payment.

This factor recognizes that "[e]xamination of the attorney-fee provisions may also be valuable in assessing the fairness of the proposed settlement." Advisory Committee Notes.

Here, the total combined attorneys' fees and costs of $5,335,000 represent 25.4% of the $21,000,000 settlement fund and will be paid at the same time as the class member payments. See Stipulation (Doc. 32-1) at ¶ 11.1.

At the final approval stage, Plaintiffs will fully brief the fairness and reasonableness of the requested attorneys' fees under the factors articulated by the Third Circuit in Gunter v. Ridgewood Energy Corp., 223 F.3d 190 (3d Cir. 2000), and In re Prudential Insurance Company America Sales Practice Litig., 148 F.3d 283 (3d Cir. 1998). In the meantime, it is likely that the amount and timing of the proposed attorneys' fees and costs will support final approval because the proposed award of 25.4% is well within the range of percentage of the fund recoveries approved by this Court in similar sized class action settlements:

> "In the normal range of common fund recoveries in securities and antitrust suits, common fee awards fall in the 20 to 33 per cent range." 4 Herbert B. Newberg & Alba Conte, Newberg on Class Actions § 14:6 (4th ed. 2006). In In re Rite Aid, the Third Circuit noted three studies which found that fee awards ranging between 25-33% of the common fund were not unusual. In re Rite Aid [Corp. Sec. Litig., 396 F.3d 294, 303 (3d Cir. 2005)] ("[O]ne study of securities class action settlements over $ 10 million . . . found an average percentage fee recovery of 31%; a second study by the Federal Judicial Center of all class actions resolved or settled over a four-year period . . . found a median percentage recovery range of 27-30%; and a third study of class action settlements between $ 100 million and $ 200 million . . . found recoveries in the 25-30% range were 'fairly standard.'") (citation omitted). In 2003, the Class Action Reporter published a survey of fee awards in common fund class actions. See Logan et al., *supra*. This survey included 65 cases that fell within the $ 20-30 million recovery range; these cases averaged a percentage of recovery of 25.8%. Id. at 174.
>
> In addition to considering the survey data, the Court notes that attorneys' fee awards ranging between 20-33% of common funds comparably sized to the present Settlement Fund have been approved by judges within the Third Circuit on numerous occasions. See, e.g., In re Ravisent Technologies, Inc. Sec. Litig., 2005 U.S. Dist. LEXIS 6680, Civ. A. No. 00-1014, 2005 WL 906361, at *11 (E.D. Pa. Apr. 18, 2005) (noting that "courts within th[e Third Circuit] have typically awarded attorneys' fees of 30% to 35% of the recovery, plus expenses."); In re Rent-Way [Secs. Litigation, 305 F. Supp. 2d 491, 519 (W.D. Pa. 2003)] (approving attorneys' fees award of 25% of a $25 million settlement fund); In re Warfarin [Sodium Antitrust Litigation, 212 F.R.D. 231, 262-63 (D. Del. 2002)] (approving

22.5% of $ 44.5 million settlement); Lazy Oil Co. v. Witco Corp., 95 F. Supp. 2d 290, 322-23 (W.D. Pa. 1997) (approving 28% of an $ 18.9 million settlement fund).

Meijer, Inc. v. 3M, 2006 U.S. Dist. LEXIS 56744, *73-75 (E.D. Pa. Aug. 14, 2006) (Padova, J.). Moreover, even if the Court were to reduce the attorneys' fees at the final approval stage, the disapproved monies would merely enhance the settlement payments to class members. See Stipulation (Doc. 32-1) at ¶ 11.4.

f. Rule 23(e)(2)(C)(iv): Any agreement required to be identified under Rule 23(e)(3).

Rule 23(e)(3) requires settling parties to "file a statement identifying any agreement made in connection with the proposal." Here, besides the memorandum of understanding negotiated by the parties immediately after the mediation, which is superseded by the Stipulation, there are no "side agreements" concerning this settlement. Thus, this factor is likely to be satisfied.

g. Rule 23(e)(2)(D): The proposal treats class members equitably relative to each other.

This factor seeks to prevent the "inequitable treatment of some class members *vis-a-vis* others." Advisory Committee Notes. This factor is likely to be satisfied. As discussed in Section II.B.2 *supra*, all participating class members will receive (a) a base payment of $250.00; plus (b) an amount equal to the difference between the managers' estimated bonus for FY 2018 and the amount of any MIB Payments *or* any SRA or similar awards paid in February 2019; plus (c) for Band 5-8 managers only, an amount equal to approximately 6.5% of their estimated FY 2018 Bonus. See Stipulation (Doc. 32-1) at ¶¶ 2.4, 4.1. In addition, the 41 class members whose RSUs were voided due to Aramark's sale of its Healthcare Technologies line of business 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. Id.

As discussed in Section II.B.2, *supra*, the allocation of the settlement proceeds among

Bands 4, Bands 5-8, and class members with RSU payments was carefully considered by Plaintiffs' counsel based on the claims for each of these groups and potential unique defenses to these claims. Moreover, this allocation was ultimately approved by a neutral third-party (Hunter Hughes) serving as a *de facto* arbitrator after substantial debate and briefing among Plaintiffs' counsel.

1. The Court "will likely be able to certify the class" for settlement purposes

Having determined that the parties "will likely be able to . . . approve the proposal under Rule 23(e)(2)," we turn to the second half of the preliminary approval inquiry: whether the Court "will likely be able to . . . certify the class" for settlement purposes. Fed. R. Civ. P. 23(e)(1)(B)(ii). Here, Plaintiff will ask the Court to certify a class of: "All 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." Stipulation (Doc. 32-1) at ¶ 2.8. This class includes 4,501 individuals. Id.[10]

To obtain class certification, Plaintiffs must satisfy Rule 23(a)'s four requirements: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. Reyes v. Netdeposit, LLC, 802 F.3d 469, 482 (3d Cir. 2015). Next, they must satisfy Rule 23(b)(3)'s two additional requirements: (5) common questions of law or fact must "predominate over any questions affecting only individual members" and (6) "a class action [must be] superior to other

[10] See footnotes 5-6 *supra*.

available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). However, in connection with a settlement class, the Court need not consider the manageability requirement of 23(b)(3). Amchem Products, Inc. v. Windsor, 521 U.S. 591, 620 (1997).

As discussed below, Plaintiffs assert that they are likely to satisfy the six Rule 23 requirements:

Numerosity: Rule 23(a)(1)'s numerosity requirement is satisfied where a class is "so numerous that joinder of all members is impracticable." Marcus v. BMW of N. Am., LLC, 687 F.3d 583, 595 (3d Cir. 2012). Here, Plaintiffs assert that numerosity is met because the class includes 4,501 individuals. See Rendler v. Gambone Brothers Development Co., 182 F.R.D. 152, 157 (E.D. Pa. 1998) ("Classes in excess of one hundred members are typically found to satisfy the numerosity requirement.").

Commonality: The commonality "bar is not a high one," Rodriguez v. National City Bank, 726 F.3d 372, 382 (3d Cir. 2013), and courts have found "is easily met," Baby Neal v. Casey, 43 F.3d 48, 56 (3d Cir. 1994). Commonality "does not require perfect identity of questions of law or fact among all class members." Reyes, 802 F.3d at 486. Since "'even a single common question will do,'" id. (quoting Wal-Mart Stores, Inc. v. Dukes, 131 S. Ct. 2541 (2011)), commonality is satisfied if "'plaintiffs share at least one question of fact or law with the grievances of the prospective class,'" id. (quoting Rodriguez, 726 F.3d at 382).

Here, Plaintiffs assert the commonality requirement is satisfied because, *inter alia*, each of the proposed class members worked for Aramark as a Band 4-8 manager and was eligible for a bonus in FY 2018. The claims class members assert concerning Aramark's failure to pay bonuses in accordance with applicable MIB and FLM plans are premised on what Plaintiffs

allege to be common questions of law and fact.

Typicality: Rule 23(a)(3)'s typicality requirement "is intended to assess whether the action can be efficiently maintained as a class action and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented." Baby Neal, 43 F.3d at 57; accord Stewart v. Abraham, 275 F.3d 220, 227 (3d Cir. 2001). Lawsuits challenging the same conduct which "affects both the named plaintiffs and the putative class usually satisfy the typicality requirement irrespective of the varying fact patterns underlying the individual claims." Baby Neal, 43 F.3d at 58. "[E]ven relatively pronounced factual differences will generally not preclude a finding of typicality where there is a strong similarity of legal theories." Id.; accord Stewart, 275 F.3d at 227-28.

Here, Plaintiffs assert that the typicality factor is satisfied because Plaintiffs and each class member shares the same interest of recovering unpaid bonus payments for FY 2018. In sum, Plaintiffs' interests and basic legal theory are aligned with those of the other bonus-eligible Band 4-8 managers covered by this lawsuit.

Adequacy: This requirement is satisfied if both: "(a) the plaintiff's attorney [is] qualified, experienced, and generally able to conduct the proposed litigation, and (b) the Plaintiff [does] not have interests antagonistic to those of the class," Weiss v. York Hospital, 745 F.2d 786, 811 (3d Cir. 1984) (internal quotations omitted).

Here, adequacy is likely to be satisfied. First, Plaintiffs' counsel are experienced employment rights and class action lawyers who have handled hundreds of federal court actions on behalf of workers. See generally Declaration of R. Andrew Santillo ("Santillo Dcl.") (Doc. 32-2) at ¶¶ 3-17; Affidavit of David Rothstein ("Rothstein Aff.") (Doc. 32-3) at ¶¶ 3-12; Declaration of Harold Lichten ("Lichten Dcl.") (Doc. 32-4) at ¶¶ 3-7; Declaration of Steven

Schwartz ("Schwartz Dcl.") (Doc. 32-5) at ¶¶ 3-14. Second, Plaintiffs do not have any interests that are antagonistic to the class. As already noted in the discussion of the typicality factor, Plaintiffs assert that their interests are aligned with other Band 4-8 managers.

Predominance: Rule 23(b)(3) requires that "questions of law or fact common to the members of the class predominate over any questions affecting only individual members." Fed. R. Civ. P. 23(b)(3). The Supreme Court summarized the predominance test as follows:

> The predominance inquiry "asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues." When "one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members."

Tyson Foods, Inc. v. Bouaphakeo, 136 S. Ct. 1036, 1045 (2016) (internal citations omitted).

Here, Plaintiffs assert that predominance is satisfied because the success or failure of Plaintiffs' challenge to Defendant's actions surrounding the FY 2018 bonuses will turn on this Court's application of common legal principles to a common set of facts. See pp. 22-23 *supra* (addressing "commonality"). In this regard, Plaintiffs believe that this lawsuit is actually *more* cohesive than Bouaphakeo, where the Supreme Court found predominance satisfied in a case in which hundreds of employees (who worked in different job titles and departments and some of whom might not have suffered any actual damages) challenged a poultry company's timekeeping and payroll practices. See 136 S. Ct. at 1042-44.

Superiority: Rule 23(b)(3) also requires the Court "to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication," In re: Prudential Insurance Co. America Sales Practice Litig., 148 F.3d 283, 316 (3d Cir. 1998), and "sets out several factors relevant to the superiority inquiry," id. at 315-16. As

discussed below, these factors favor class certification:

First, Rule 23(b)(3)(A) requires courts to consider class members' "interests in individually controlling the prosecution or defense of separate actions." This requirement is intended to protect against class certification where individual class members have a strong interest in "individually controlling" the litigation because, for example, the individual claims are emotionally charged or involve significant damages amounts. See William Rubenstein, Alba Conte, and Herbert B. Newberg, Newberg on Class Actions at §4:69. Here, the mean payout stands at $3,243, and the median payout stands at $1,026, and the legal issues are not so emotionally charged that class members have a strong interest in individual control of the litigation.

Second, Rule 23(b)(3)(B) requires courts to consider "the extent and nature of any litigation concerning the controversy already begun by" class members. This factor is not relevant because Plaintiffs' counsel is aware of only one other lawsuit that concerns Aramark's FY 2018 bonuses. That case, titled Lee Ann Shaw v. Aramark Corporation, 2:19-cv-3640-CMR (E.D.Pa.), is brought on behalf of a single Aramark employee who is represented by counsel. Thus, Ms. Shaw will have the opportunity to review the class notice with her counsel and determine whether or not to exclude herself from this settlement. Plaintiffs' counsel is unaware of any other existing class litigation concerning the FY 2018 bonuses.

Third, Rule 23(b)(3)(C) requires courts to consider the desirability of "concentrating the litigation of the claims in a particular forum." Fed. R. Civ. P. 23(b)(3)(C). Here, Plaintiffs assert that concentration of all claims in this Court is both efficient and desirable because Aramark is headquartered in Philadelphia.

Fourth, Rule 23(b)(3)(D) requires the court to consider any "likely difficulties in

managing the class action." Fed. R. Civ. P. 23(b)(3)(D). This requirement is irrelevant when a case is certified for settlement purposes. See Amchem, 521 U.S. at, 620.

2. The proposed notice satisfies Rule 23(c)(2)(B)

When a class action lawsuit is settled, "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). Rule 23 requires "the best notice that is practicable under the circumstances, including individual notice to all class members who can be identified through reasonable effort." Id. at 23(c)(2)(B). Such notice can be effectuated through "United States mail, electronic means, or other appropriate means." Id. Also, any notice "must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." Id.

Here, all of the above requirements are satisfied. Under the Stipulation, the third-party administrator retained by the parties, Rust Consulting (or "Rust") will be provided with names, last known residential address, and gross individual settlement amounts for each class member. See Stipulation (Doc. 32-1) at ¶¶ 2.2, 7-8. Upon receipt of this information, Rust will perform a search based on the National Change of Address Database to update or correct any known or identifiable address changes. Id. Rust will then send copies of the notice packet, which includes an individualized version of the notice along with a change of address form, to all class members within twenty-five business days of preliminary approval. Id. at ¶¶ 2.24-2.25, Exs. 1-2. If the post office returns any package with a forwarding address, Rust will promptly re-mail the

package to the forwarding address provided. Id. at ¶ 7.3. If the post office returns any package without a forwarding address, Rust will work to obtain an updated address by means of a skip trace or other method and will promptly mail the package to any updated address it obtains. Id. Rust will also create a website to facilitate communications about the settlement, which will include publicly available documents concerning the Stipulation. Id. at ¶ 7.7

Class members will have 40 days from the original mailing to exclude themselves from or object to the settlement. Id. at ¶¶ 2.26, 8.1-8.2. They will also have 40 days from the original notice mailing to challenge the estimated FY 2018 bonus amounts provided in the Notice. Id. at ¶ 8.3.

The notice is written in clear language and accurately describes the nature of the action, the settlement, the scope of the release, and the process class members must follow to exclude themselves from or object to the settlement. See Stipulation (Doc. 32-1) at Ex. 1. Importantly, each notice form is individualized to provide the class member with his/her anticipated gross payment amount and a detailed formula demonstrating the calculation of this amount. See id.

C. The Court Should Appoint the Undersigned Firms as Interim Class Counsel

Where, as here, a class action lawsuit is settled prior to class certification, the Court "may designate interim counsel to act on behalf of the putative class before determining whether to certify the action as a class action." See Fed. R. Civ. P. 23(g)(3). Then, at the final approval stage, these lawyers can seek to be appointed class counsel in conjunction with the certification of the settlement class. See id. at 23(g)(1).

Here, the undersigned law firms of Lichten & Liss-Riordan, P.C., Winebrake & Santillo, LLC, Rothstein Law Firm, PA, and Chimicles Schwartz Kriner & Donaldson-Smith LLP respectfully ask that the Court appoint them as interim class counsel. These firms are comprised

of experienced employment rights and class action lawyers who have been appointed class counsel in many class action lawsuits. See generally Santillo Dcl. (Doc. 32-2) at ¶¶ 3-17; Rothstein Aff. (Doc. 32-3) at ¶¶ 3-12; Lichten Dcl. (Doc. 32-4) at ¶¶ 3-7; Schwartz Dcl. (Doc. 32-5) at ¶¶ 3-14.

IV. CONCLUSION

For the above reasons, the Court should grant this Motion and enter the attached proposed order.

Date: January 15, 2020

Respectfully,

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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 class[2] under the criteria

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[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.