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JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GENERO ZENDEJAS MORALES, RICKY SILVA and CHRISTIAN SANCHEZ, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

ARAMARK CORPORATION, a Delaware Corporation formerly known as ARAMARK SERVICES, INC.; ARAMARK SPORTS, INC., ARAMARK SPORTS, LLC and DOES 1-200, inclusive,

Defendants.

No. 2:09-cv-05565-JHN-MLGx

**FINAL JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF JOINT STIPULATION OF SETTLEMENT AND RELEASE AND DISMISSING ACTION**

**Date: October 4, 2010**

**Time: 2:00**

**Courtroom: 790 Roybal**

KRISTINA LE-NGUYEN, an individual, and CAMILLE LEWIS, an individual, on behalf of themselves, and on behalf of all others similarly situated,

Plaintiffs,

vs.

ARAMARK CORPORATION, a Delaware Corporation, and DOES 1 through 100, inclusive,

Defendants.

The Court, having considered whether to order final approval of the settlement of the above-captioned action pursuant to the Joint Stipulation of

1 Settlement (“Settlement”) filed on or about April 5, 2010, having read and  
2 considered all of the papers and argument of the parties and their counsel, having  
3 granted preliminary approval on May 3, 2010, having directed that notice be given  
4 to all Class Members of preliminary approval of the Settlement and the final  
5 approval hearing and the right to be excluded from the Settlement, and having  
6 received and considered four objections (discussed below) and good cause  
7 appearing,

8 **IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. Terms used in this Judgment and Order of Final Approval have the  
10 meanings assigned to them in the Settlement.

11 2. This Court has jurisdiction over the claims asserted in the Action by  
12 Plaintiffs Genaro Zendejas Morales, Ricky Silva, Christian Sanchez, Irby Brown,  
13 Michelle Holtz, Kristina Le-Nguyen, and Camille Lewis (“Plaintiffs”), and over  
14 Class Members and Defendants.

15 3. The Court hereby makes final the conditional class certification the  
16 Court granted on May 3, 2010, and thus makes final for purposes of the Settlement  
17 only, the certification of a Class whose members consist of: all current and former  
18 employees of the ARAMARK Entities<sup>1</sup> who were classified as non-exempt (i.e.,  
19 overtime eligible) and who work or worked for any ARAMARK Entities or their  
20 predecessors, assigns and/or related companies at locations in the Sports &  
21 Entertainment and/or Business and Industries Group lines of business in California  
22 at any time between July 29, 2005 through May 3, 2010 (i.e., the date of  
23 preliminary approval of the Settlement by the Court). This certification for  
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25 <sup>1</sup> The “ARAMARK Entities” are: ARAMARK CORPORATION, ARAMARK SPORTS, LLC, ARAMARK  
26 SPORTS, INC., ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC, ARAMARK  
27 ENTERTAINMENT, LLC, ARAMARK SM MANAGEMENT SERVICES, INC., ARAMARK SERVICES, INC.,  
28 ARAMARK MANAGEMENT SERVICES LP, ARAMARK FACILITY SERVICES, LLC, ARAMARK RAIL  
SERVICES, LLC, ARAMARK REFRESHMENT SERVICES, LLC, TRAVEL SYSTEMS, LLC, ARAMARK  
BUSINESS FACILITIES, LLC, ARAMARK INTERMEDIATE HOLDCO CORPORATION, ARAMARK  
HOLDINGS CORPORATION, ARAMARK SMMS, LLC

1 settlement purposes shall not be construed to be an admission by the ARAMARK  
2 Entities or a determination as to the certifiability of any class if the merits of class  
3 certification had been litigated in the Action, or in any other action.

4 4. The Court hereby finds that the Notice of Settlement, as mailed to all  
5 Class Members by June 18, 2010, fairly and adequately described the proposed  
6 Settlement, the manner in which Class Members could object to or participate in the  
7 Settlement, and the manner in which Class Members could opt out of the  
8 Settlement Class; was the best notice practicable under the circumstances; was  
9 valid, due and sufficient notice to all Class Members; and complied fully with the  
10 Federal Rules of Civil Procedure, due process, and all other applicable laws. The  
11 Court further finds that a full and fair opportunity has been afforded to Class  
12 Members to participate in the proceedings convened to determine whether the  
13 proposed Settlement should be given final approval. Accordingly, the Court hereby  
14 determines that all Class Members who did not file a timely and proper request to  
15 be excluded from the Settlement are bound by this Judgment and Order of Final  
16 Approval. All objections are overruled.

17 5. The Court hereby finds that the Settlement, including the Maximum  
18 Settlement Amount, is fair, reasonable, and adequate as to the Class, Plaintiffs and  
19 Defendants, and is the product of good faith, arms-length negotiations between the  
20 Parties, and further, that the Settlement is consistent with public policy, and fully  
21 complies with all applicable provisions of law. The Court makes this finding based  
22 on a weighing of the strength of Plaintiffs' claims and Defendants' defenses with  
23 the risk, expense, complexity, and duration of further litigation. The Court also  
24 finds that the Settlement is the result of non-collusive arms-length negotiations  
25 between experienced counsel representing the interests of the Class and Defendants,  
26 after thorough factual and legal investigation. In granting final approval of the  
27 Settlement, the Court considered the nature of the claims, the amounts paid in  
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1 settlement, the allocation of settlement proceeds among the Class Members, and the  
2 fact that the Settlement represents a compromise of the Parties' respective positions  
3 rather than the result of a finding of liability at trial. Additionally, the Court finds  
4 that the terms of the Settlement have no obvious deficiencies and do not improperly  
5 grant preferential treatment to any individual Class Member. The Court further  
6 finds that the response of the Class to the Settlement supports final approval of the  
7 Settlement. Specifically, only four (4) Class Members have objected to the  
8 Settlement (*i.e.*, less than .01% of the Class), and only seventeen (17) Class  
9 Members (*i.e.*, less than .08% of the Class) have opted out of the Settlement. A  
10 large percentage of Class Members have submitted claims with over 62% of  
11 eligible workweeks being claimed. Accordingly, pursuant to Rule 23(e), the Court  
12 finds that the terms of the Settlement are fair, reasonable, and adequate to the Class  
13 and to each Class Member. *Staton v. Boeing*, 327 F.3d 938, 960 (9th Cir. 2003).  
14 The Court also hereby finds that Plaintiffs have satisfied the standards and  
15 applicable requirements for final approval of this class action settlement under Rule  
16 23, for the reasons stated in the Motion for Final Approval. Accordingly, the Court  
17 hereby finally and unconditionally approves the Settlement and authorizes  
18 Defendants to pay the individual Settlement Payments from the Settlement Pool in  
19 accordance with the terms of the Settlement.

20           6.       The persons identified on Exhibit B to the Declaration of Bernella  
21 Lenhart (docket no. 61, filed Aug. 30, 2010) have timely and validly requested  
22 exclusion from the Class and, therefore, are excluded. Such persons are not  
23 included in or bound by this Judgment and Order of Final Approval, and they are  
24 not entitled to any recovery from the settlement proceeds obtained through the  
25 Settlement.

26           7.       The Court orders the Parties to implement, and comply with, the terms  
27 of the Settlement.  
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1           8.       The Court approves the settlement of the Released Claims as defined  
2 in the Settlement. As of the Effective Date of the Settlement, as defined in the  
3 Settlement, all of the Released Claims of each Class Member who did not timely  
4 opt out, as well as the Class Representatives' Released Claims, are and shall be  
5 deemed to be conclusively released as against the ARAMARK Releasees (as  
6 defined by the Settlement). As of the date of this Judgment and Order of Final  
7 Approval, all Class Members who did not timely opt out are bound by the instant  
8 Judgment and Order of Final Approval, and the Settlement. Except as to such  
9 rights or claims that may be created by the Settlement, all Class Members as of the  
10 date of this Judgment and Order of Final Approval who did not timely opt out are  
11 hereby forever barred and enjoined from commencing or prosecuting any of the  
12 Released Claims, either directly, representatively or in any other capacity, against  
13 any of the ARAMARK Releasees.

14           9.       HADSELL STORMER KEENY RICHARDSON & RENICK, LLP is  
15 designated as Class Counsel. Class Counsel HADSELL STORMER KEENY  
16 RICHARDSON & RENICK, LLP shall continue to serve as Interim Lead Counsel  
17 and shall oversee and perform the duties necessary to effectuate the settlement,  
18 including the distribution of attorneys' fees and costs;

19           10.      Defendants agreed in the Settlement not to object to Plaintiffs' request  
20 for a Service Payment in the amount of \$7,500.00 to each of the Plaintiffs as  
21 payment to them for their services as Plaintiffs and Class Representatives. The  
22 Court has considered Plaintiffs' request for a Service Payment and, good cause  
23 appearing, hereby grants Plaintiffs' request in the amount of \$7,500.00 each and  
24 authorizes Defendants to pay this amount from the Maximum Settlement Amount  
25 in accordance with the terms of the Settlement.

26           11.      Defendants further agreed in the Settlement not to oppose any motion  
27 by Plaintiffs for reasonable attorneys' fees and costs requesting up to 30% of the  
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1 Maximum Settlement Amount (\$1,170,000), to be approved by the Court. The  
2 Court has considered Plaintiffs' motion for the award of attorneys' fees (of 25% of  
3 the Maximum Settlement Amount) and costs and, good cause appearing, hereby  
4 awards Class Counsel attorneys' fees in the amount of \$975,000 and costs in the  
5 sum of \$18,862.55, and authorizes Defendants to pay such amounts from the  
6 Maximum Settlement Amount in accordance with the terms of the Settlement. The  
7 Court finds that the four objections received from Class Members, which object to  
8 the attorneys' fees award, are without a substantial basis or rationale, and represent  
9 an insignificant proportion of the Class. The Court accordingly finds that the  
10 attorneys' fees award should not be reduced on the basis of these objections.

11 12. Defendants further agreed in the Settlement to pay from the Maximum  
12 Settlement Amount the reasonable costs of the Claims Administrator associated  
13 with notices to the Class and the administration of the Settlement and all costs  
14 associated with distribution of individual Settlement Payment to Class Members.  
15 Good cause appearing, the Court hereby authorizes Defendants to pay all such  
16 amounts not to exceed the aggregate sum of \$110,927.54 from the Maximum  
17 Settlement Amount, in accordance with the terms of the Settlement. In addition,  
18 the Parties have agreed to split the costs of the additional postcard notice sent to  
19 Class Members concerning any objection to the motion for attorneys' fees, and the  
20 Court approves this agreement.

21 13. Defendants further agreed in the Settlement to pay from the Maximum  
22 Settlement Amount the amount of \$39,000 to the California Labor and Workforce  
23 Development Agency ("LWDA") pursuant to California Labor Code section 2699,  
24 *et seq.* (*i.e.*, the California Private Attorneys General Act of 2004). Good cause  
25 appearing, the Court hereby authorizes Defendants to pay to the LWDA the sum of  
26 \$39,000 from the Maximum Settlement Amount, in accordance with the terms of  
27 the Settlement.  
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1           14. Defendants shall have no further liability for costs, expenses, interest,  
2 attorneys' fees, or for any other charge, expense, or liability, in connection with the  
3 above-captioned action except as provided in the Settlement.

4           15. Neither the Settlement nor any of the terms set forth in the Settlement  
5 constitute an admission by the Defendants, or any of the other ARAMARK  
6 Releasees, of liability to the Plaintiffs or any Class Member; nor does this Judgment  
7 and Order of Final Approval constitute a finding by the Court of the validity of any  
8 of the claims alleged in the Action, or of any liability of Defendants or any of the  
9 other ARAMARK Releasees. Neither the making of nor entering into the  
10 Settlement constitutes an admission by the ARAMARK Releasees; nor is this  
11 Judgment and Order of Final Approval a finding of the validity of any claims in the  
12 Action or of any other wrongdoing. Further, the Settlement is not a concession and  
13 shall not be used as an admission of any wrongdoing, fault or omission of any  
14 entity or persons; nor may any action taken to carry out the terms of the Settlement  
15 be construed as an admission or concession by or against the ARAMARK  
16 Releasees. Evidence of the making or entering into the Settlement shall not be  
17 offered or received into evidence in any action or proceeding against any party  
18 hereto in any Court, or other tribunal for any purpose, other than to enforce the  
19 instant Order of Final Approval, the instant Judgment, or the Settlement, or to  
20 support a defense by the ARAMARK Releasees of *res judicata*, collateral estoppel,  
21 release, good faith settlement, judgment bar or reduction.

22           16. The Court hereby grants final approval of the Settlement and, in  
23 accordance with the terms of the Settlement, hereby enters judgment approving the  
24 terms of the Settlement and ordering that the Action be dismissed in accordance  
25 with the Settlement. The Action is dismissed on the merits with prejudice on a  
26 class-wide basis. The Class Representatives' Released Claims, as set forth in the  
27 Settlement, are dismissed on the merits with prejudice.  
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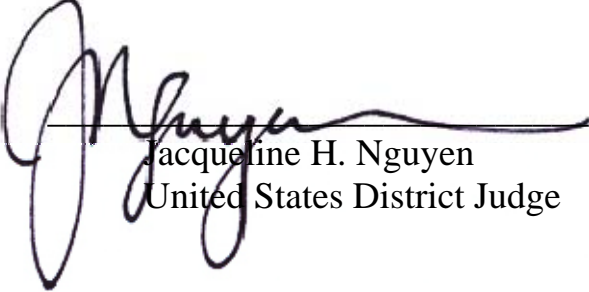
1           17. Without affecting the finality of this Judgment and Order of Final  
2 Approval, the Court retains exclusive and continuing jurisdiction over the Action,  
3 Plaintiffs, all Class Members and Defendants for purposes of supervising,  
4 implementing, interpreting and enforcing this Judgment and Order of Final  
5 Approval and the Settlement. Nothing in this Judgment and Order of Final  
6 Approval precludes any action to enforce the Parties' obligations under the  
7 Settlement or under this Judgment and Order of Final Approval.

8           18. If the Settlement does not become final and effective in accordance  
9 with the terms of the Settlement, this Judgment and Order of Final Approval and all  
10 orders entered in connection herewith shall be vacated and shall have no further  
11 force or effect.

12           19. The Court hereby finds, pursuant to Rules 54(a) and (b) of the Federal  
13 Rules of Civil Procedure, that this Judgment should be entered and further finds  
14 that there is no just reason for delay in the entry of this Judgment, as a Final  
15 Judgment, as to the Parties to the Settlement. Accordingly, the Clerk is hereby  
16 directed to enter Judgment forthwith.

17 **IT IS SO ORDERED.**

18  
19 Dated: October 12, 2010

  
Jacqueline H. Nguyen  
United States District Judge

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