

EXHIBIT A - Settlement Agreement and Attachments

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CITY OF LAUREL, MISSISSIPPI, on behalf
of itself and all others similarly situated,

Plaintiff,

v.

CINTAS CORPORATION NO. 2,

Defendant.

Case No. 3:21-cv-00124-LRH-CLB

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff City of Laurel (“Plaintiff”), on behalf of itself and as representative of the Settlement Class identified below and Defendant Cintas Corporation No. 2 (“Defendant” or “Cintas”) (each a “Party” and, collectively, the “Parties”) enter into this Settlement Agreement (“Agreement”) as of the last date signed below.¹

1. RECITALS

1.1 Plaintiff filed its Complaint against Cintas on March 12, 2021 in the United States District Court for the District of Nevada.

1.2 On July 19, 2021, Plaintiff filed its First Amended Complaint bringing a single cause of action for breach of contract against Cintas individually and on behalf of a putative class consisting of “[a]ll U.S. Communities or Omnia Partners, Public Sector PPAs that have entered into contracts with Cintas for the rental or lease of products and that piggyback on the [Harford County Master Agreement and Prince William County Master Agreement].” (ECF No. 36 at ¶¶ 11, 65.)

¹ Capitalized terms used herein are defined in Section 2 of this Agreement or indicated in parentheses elsewhere in this Agreement.

1.3 On August 18, 2021, Defendant filed its Motion to Stay Pending Arbitration. (ECF No. 42.)

1.4 On March 3, 2022, the Court denied the Motion to Stay Pending Arbitration, based on the terms of the applicable agreements and Mississippi law. (ECF No. 53.)

1.5 On March 6, 2023, the Ninth Circuit affirmed the Court's March 3, 2022 Order denying the Motion to Stay Pending Arbitration. (ECF No. 69.)

1.6 The Action has been stayed by joint stipulation of the parties and Orders of the Court since June 8, 2023 while the parties have engaged in settlement discussions and exchanged information and data related to Defendant's Local Agreements with the putative Class Members and the Harford County and Prince William County Master Agreements. (*See* ECF Nos. 78, 81, 88, 94.)

1.7 On March 19 and 20, 2024, the Parties participated in settlement discussions prior to, and during, a settlement conference before Magistrate Robert A. McQuaid, Jr. These discussions concluded with the Parties signing a Term Sheet, agreeing to the material terms of a settlement that would resolve Plaintiff's claims and those of the putative class. The Parties informed the Court of this agreement-in-principle to settle the Action at the March 20, 2024 settlement conference, and the Court entered a further 90-day stay of the Action through June 18, 2024 to allow the parties to finalize a settlement agreement consistent with the Term Sheet.

1.8 Accordingly, on March 20, 2024, after many months of vigorous, arms-length, good faith negotiations, the Parties reached a settlement as reflected in the Term Sheet, which memorialized, subject to negotiation and execution of this Agreement, and subject to Preliminary Approval and Final Approval by the Court as required by Federal Rule of Civil Procedure 23, the Parties' good faith intention to fully, finally and forever resolve, discharge and release all rights

and claims of Plaintiff and the Settlement Class Members (defined below) in exchange for Defendant's agreement to pay the Settlement Amount and providing other relief to, as further described below.

1.9 The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims by the Settlement Class Members. The Parties intend this Agreement, once it is finally approved and becomes effective, to bind Plaintiff, Defendant and all Settlement Class Members.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full complete settlement of the Action on the terms and conditions set forth herein, which are subject to the Court's approval under Federal Rule of Civil Procedure 23.

2. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise. Other capitalized terms in this Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 "Action" means *City of Laurel v. Cintas Corporation No. 2*, Case No. 3:21-cv-00124, pending in the United States District Court for the District of Nevada.

2.2 "Additional Relief" means the relief provided for in Paragraph 5.3 of this Agreement, which shall include: (a) Defendant's total monetary payments towards future investments and resources in Defendant's business under this Settlement, which shall not exceed Five Million Dollars (\$5,000,000) as set forth in Paragraph 5.3 of this Agreement and, (b) any additional benefits available as part of the Additional Relief as set forth in Paragraph 5.3.1 of this

Agreement, and (c) the option for certain eligible Settlement Class Members to transition master agreements as set forth in Paragraph 5.3.2 of this Agreement.

2.3 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator in performing or having performed the tasks given to the Settlement Administrator pursuant to this Agreement and any Court orders implementing this Settlement, including effectuating the Class Notice and Notice Plan, and in the administration of the Settlement and to secure performance as set forth in this Agreement.

2.4 “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court, as described more particularly in Section 9 of this Agreement.

2.5 “Cash Payment” means a monetary payment made to a Settlement Class Member who files a timely Valid Claim pursuant to the Agreement.

2.6 “Cash Settlement Amount” means Defendant’s total monetary payments for Valid Claims, Attorneys’ Fees and Costs, the Service Award, and Administration Expenses under this Settlement, which is not to exceed Forty-Five Million Dollars (\$45,000,000) as set forth in Paragraph 5.2 of this Agreement.

2.7 “Claim” means a request for relief pursuant to this Agreement submitted by the Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement.

2.8 “Claim Deadline” means the date by which a Claim Form must be received or submitted to the Settlement Administrator electronically by 11:59 p.m. Pacific Time on the last day of the Claim Period.

2.9 “Claim Form” means the proof of claim, substantially in the form attached hereto as *Exhibit A-1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator, that will be completed by the Settlement Class Member and submitted to the Settlement Administrator on or before the Claim Deadline in order to receive a Cash Payment under the Settlement.

2.10 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive a Cash Payment as part of the Settlement. The Claim Period shall commence not later than thirty (30) days after the Preliminary Approval Date, as defined herein, so long as Notice is mailed no later than thirty (30) days after the Preliminary Approval Date, and shall conclude not more than sixty (60) days after it commences.

2.11 “Class Counsel” means the law firm of Burns Charest LLP.

2.12 “Class Member” means any member of the Settlement Class.

2.13 “Class Notice” means the notices to Class Members inclusive of the Short Form Notice and the Long Form Notice, defined herein and attached hereto as *Exhibits A-2* and *A-3*.

2.14 “Class Period” means from April 1, 2012 through the date that the Court enters the Preliminary Approval Order.

2.15 “Class Representative” means Plaintiff City of Laurel.

2.16 “Complaint” means the First Amended Class Action Complaint filed in this Action on July 19, 2021.

2.17 “Court” means the United States District Court for the District of Nevada and the Judge(s) assigned to the Action.

2.18 “Defendant’s Counsel” or “Cintas’s Counsel” means the law firm of Proskauer Rose LLP.

2.19 “Effective Date” means the fifth (5th) business day after the last of the following conditions have been satisfied: (a) all Parties and their counsel have executed this Agreement; (b) the Court has entered the Final Approval Order and Judgment certifying the Class, and approving the Settlement; and (c) the date on which the time to appeal or to seek permission to appeal from the Court’s approval of the Agreement has expired or, if appealed, approval of the Agreement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court, making the Final Approval Order and Judgment a final, non-appealable judgment.

2.20 “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting final approval of the Settlement and to further determine the amounts of Attorneys’ Fees and Costs and the Service Award.

2.21 “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of Attorneys’ Fees and Costs and Service Award.

2.22 “Harford County Master Agreement” means Cintas’s Master Agreement No. 12-JLH-011C with Harford County, Maryland, effective April 1, 2012, and any amendments or modifications thereto.

2.23 “Local Agreement” means an individual agreement with a Participating Public Agency that “piggybacks” onto (*i.e.*, adopts in full or in part the terms of) the Harford County Master Agreement or Prince William County Master Agreement.

2.24 “Long Form Notice” means the form of Class Notice addressed to Class Members, attached hereto as ***Exhibit A-3***, which contains, *inter alia*, all material terms of the Settlement, the benefits to Settlement Class Members, and all details relevant to the Final Approval Hearing.

2.25 “Notice Plan” means the plan for providing notice of this Settlement to the Settlement Class.

2.26 “Objection” means an objection filed with the Court by a member of the Settlement Class objecting to any aspect of the Settlement, following the procedures set forth in Section 10 below.

2.27 “Objection Deadline” shall be the last day of the Claim Period, and will be specified in the Preliminary Approval Order and Class Notice.

2.28 “Opt-Out” means a request by a Class Member to be excluded from the applicable Settlement Class by following the procedures set forth in Section 10 below.

2.29 “Opt-Out Deadline” shall be the last day of the Claim Period, and will be specified in the Preliminary Approval Order and Class Notices.

2.30 “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

2.31 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

2.32 “Preliminary Approval Order” means the Order preliminarily approving the Settlement, certifying the Settlement Class for the purposes set forth in this Agreement, and approving the form of notice to potential Class Members, and shall be substantially in the form of *Exhibit A-4* to this Agreement.

2.33 “Prince William County Master Agreement” shall mean Cintas’s Master Agreement with Prince William County, Virginia, Contract No. R-BB-19002, effective December 13, 2018, and any modifications or amendments thereto.

2.34 “Released Claims” means all claims to be released as specified in Section 12 of this Agreement.

2.35 “Released Parties” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, employees, stockholders, heirs, agents, servants, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, manufacturers, suppliers, wholesalers, resellers, distributors, retailers, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement all such Released Parties are intended third-party beneficiaries of the Agreement.

2.36 “Releases” means all of the releases contained in Section 12 of this Agreement.

2.37 “Releasing Parties means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants

by the entireties, agents, attorneys, (iii) any entities in which Plaintiff and/or a participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

2.38 “Revenue” means Cintas’s reasonable estimate of its total revenue earned from the Harford County Master Agreement and the Prince William County Master Agreement from April 1, 2012 through February 29, 2024.

2.39 “Service Award” means the monetary amount awarded by the Court in recognition of the assistance provided by Plaintiff in the prosecution of the Action, the amount of which is as set forth in Section 9.

2.40 “Settlement” means the settlement between the Parties in the Action, on the terms and conditions set forth in this Agreement and exhibits attached hereto.

2.41 “Settlement Administrator” means the person or entity mutually agreed upon by Defendant and Class Counsel who will be charged with the administrative responsibilities of the Settlement on behalf of Defendant and all related tasks set forth in Sections 6 and 7, including, among other things, determining the applicable Cash Payment for each Settlement Class Member

in accordance with the procedures agreed to by the Parties. The Settlement Administrator, subject to Court approval, will be Angeion Group, LLC.

2.42 “Settlement Amount” means Defendant’s total and maximum monetary liability under this Settlement, which is not to exceed Fifty Million Dollars (\$50,000,000). The Settlement Amount comprises the Cash Settlement Amount and the Additional Relief, as described in Section 5.

2.43 “Settlement Class” means any Participating Public Agency, including state and local governments, school boards, institutions of higher education, and non-profit organizations, that entered into Local Agreements with Cintas for products or services that “piggybacked” onto the Harford County Master Agreement or the Prince William County Master Agreement during the Class Period.

2.44 “Settlement Class Members” mean members of the Settlement Class that do not timely opt out of the Settlement.

2.45 “Settlement Website” means the Internet website created and maintained by the Settlement Administrator, which shall include information about the Action and the Settlement terms applicable to the Settlement Class, relevant documents, and electronic and printable forms relating to the Settlement. The Settlement Website shall be activated contemporaneously with the mailing of Class Notices. The URL of the Settlement Website shall be provided in the Class Notices.

2.46 “Short Form Notice” means the form of Class Notice addressed to Class Members, attached hereto as *Exhibit A-2*, which will be mailed and emailed to Class Members

2.47 “Valid Claim” means a Claim Form submitted by a Class Member that is: (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of

the Settlement; (b) accurately, fully, and truthfully completed, and executed by a Class Member, with all of the information requested in the Claim Form; (c) signed by the Class Member personally or by a Person with legal authority to sign for and bind a member of the Settlement Class, subject to the penalty of perjury; (d) returned by the Claim Deadline; and (e) determined to be valid by the Settlement Administrator.

3. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES ONLY

3.1 For purposes of settlement, Plaintiff shall ask the Court to certify the Settlement Class under Federal Rules of Civil Procedure 23(b)(2) and (b)(3).

3.2 Defendant agrees that this Action may be certified as a class action for settlement purposes only in accordance with the terms of this Agreement and without prejudice to Defendant's right to contest class certification in the event that this Agreement fails to reach the Effective Date, or is not fully implemented in accordance with its terms.

3.3 If the Settlement is not approved or this Agreement fails to be fully implemented or the Effective Date is not reached, (i) the Parties and status of the Action will return to the *status quo ante* existing before the execution of the Settlement, as described further in Paragraph 16.14, (ii) no term or condition of the Settlement Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions will have any effect, nor will any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding, (iii) Defendant reserves all rights to object to any subsequent motion to certify a class in this Action or any other lawsuit, and no representation or concession made in connection with the Settlement or this Agreement shall be considered law of the case or an admission by Defendant, or to have any kind of preclusive effect against Defendant or to give rise to any form of estoppel or waiver by Defendant in this Action or any other lawsuit or proceeding; and (vi) Plaintiff and Class Counsel shall not reference this

Settlement Agreement in support of any subsequent motion for class certification of any class in the Action.

3.4 Defendant expressly denies any and all liability and/or wrongdoing with respect to any and all of the claims alleged in this Action and any similar lawsuits, and Defendant enters into this Settlement solely to compromise and resolve disputed claims. Accordingly, Defendant maintains that any references to the alleged business practices of Cintas in this Settlement, this Agreement, Class Notices, or the related Court hearings and processes shall raise no inference respecting the propriety of those business practices or any other business practices of Cintas.

4. REQUIRED EVENTS

As soon as practicable after the execution of this Agreement, Plaintiff shall file in this Action this Agreement and a motion seeking entry of the Preliminary Approval Order, substantially in the form of the attached *Exhibit A-4*, which order by its terms shall accomplish all of the following:

4.1 Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;

4.2 Conditionally certify the Settlement Class, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a)(1)-(4) and (b)(3);

4.3 Designate the Class Representative as the representatives of the Settlement Class;

4.4 Designate Class Counsel as counsel for the Settlement Class;

4.5 Approve the form, contents, and methods of notice to be given to the Settlement Class as set forth in Section 6 of this Agreement, and direct the Settlement Administrator to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Paragraph 6.7 of this Agreement;

4.6 Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions, inter alia, in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment:

- 4.6.1** disseminate the Class Notice according to the approved Notice Plan;
- 4.6.2** establish the Settlement Website, which Class Members can visit to read and obtain additional information regarding the Settlement, and through which Class Members can submit Claim Forms. The Settlement Website shall be reviewed and approved by Defendant (which approval shall not unreasonably be withheld). The Settlement Website shall include the following documents and functionality: (a) a copy of the Class Notice; (b) select pleadings from the Action (to be agreed upon by the Parties); (c) the Preliminary Approval Order; (d) contact information for the Settlement Administrator and Class Counsel; (e) a method for electronically requesting and submitting Claim Forms; and (f) a method for downloading and printing Claim Forms for submission via mail;
- 4.6.3** establish a toll-free telephone number that Class Members can call to request that a copy of the Class Notice and/or Claim Form be sent to them by mail or email and obtain additional information regarding the Settlement. This shall be accomplished before Class Notice is disseminated;
- 4.6.4** compile address information for re-sending any Class Notices returned as undeliverable.

4.6.5 process requests for Opt-Outs from the Settlement in accordance with Section 10 of this Agreement;

4.6.6 track Objections to the Settlement in accordance with Section 10 of this Agreement; and

4.6.7 process Claim Forms in accordance with Section 7 of this Agreement.

4.7 To the extent necessary, stay any other proceedings affecting the certified class pending in this Court or any other court.

4.8 Set the date, time, and location of the Final Approval Hearing, upon notice to the Settlement Class, approximately ninety (90) days from the entry of the Preliminary Approval Order, to consider:

4.8.1 whether the Settlement should be finally approved as fair, reasonable, and adequate, and whether the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice by entry of the Final Approval Order and Judgment;

4.8.2 whether Service Award should be issued and the amount of that award;

4.8.3 whether Class Counsel should be awarded Attorneys' Fees and Costs and the amount of those awards; and

4.8.4 any Objections filed by Class Members.

4.9 Within ten (10) days of the filing of Plaintiff's motion for Preliminary Approval, counsel for Defendant, with the assistance of the Settlement Administrator, will provide notice of the Settlement to the appropriate officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the costs of such notice to be paid by Defendant.

4.10 Plaintiff shall file its motion for Final Approval of the Settlement and its application for Attorneys' Fees and Costs and for the Service Award no later than fifteen (15) days prior to the Final Approval Hearing, which is described further in Section 13.

5. SETTLEMENT CONSIDERATION

5.1 In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases set forth in Section 12 and the dismissal of the Action upon entry of the Final Approval Order and Judgment, Defendant agrees to pay up to the Settlement Amount. The Settlement Amount comprises the Cash Settlement Amount and the Additional Relief.

5.2 Cash Settlement Amount. Defendant will pay a maximum of Forty-Five Million Dollars (\$45,000,000) for the Cash Settlement Amount. The Cash Settlement Amount shall be paid out for: (a) Valid Claims for a Cash Payment, (b) Administration Expenses, (c) any award of Attorneys' Fees and Costs, and (d) the Service Award. In the event that the total of (a) through (d) above exceeds the Cash Settlement Amount, then the amounts paid for Valid Claims shall be reduced, *pro rata* as set forth in Paragraph 7.4. In the event that the total of (a) through (d) does not exceed the Cash Settlement Amount, then the amounts paid for Valid Claims shall be increased, *pro rata* as set forth in Paragraph 7.4.

5.3 Additional Relief. Defendant shall allocate a maximum of Five Million Dollars (\$5,000,000) for the Additional Relief. The Additional Relief shall be allocated for future investments and resources Defendant agrees to implement under this Settlement as a result of Plaintiff's Action, including making enhancements to Defendant's policies, procedures, and systems related to Local Agreements with Participating Public Agencies that "piggyback" onto the Harford County Master Agreement and Prince William County Master Agreement. Defendant shall implement the Additional Relief within ten (10) months from the Effective Date.

5.3.1 Benefits Related to Additional Relief. In connection with the implementation of the Additional Relief, Settlement Class Members may see additional price savings on invoices for products and services purchased under their Local Agreements “piggybacking” onto the Harford County Master Agreement or Prince William County Master Agreement.

5.3.2 Option for Certain Eligible Settlement Class Members to Transition Master Agreements. Defendant also agrees to offer Settlement Class Members with Valid Claims and a Local Agreement “piggybacking” onto the Harford County Master Agreement the option to transition to a Local Agreement “piggybacking” onto Cintas’s Master Agreement No. 3702-22-4618 with the Board of Regents of the University of Nebraska, effective June 1, 2023 (the “University of Nebraska Master Agreement”), which offers a more competitive mix of pricing for Cintas products and services. Settlement Class Members who are eligible for and elect to transition to a Local Agreement “piggybacking” onto the University of Nebraska Master Agreement may see additional price savings on invoices for products and services purchased under their Local Agreements.

5.4 Maximum Amount to be Paid. Under no circumstances will Defendant’s monetary obligations in connection with the Settlement exceed Fifty Million Dollars (\$50,000,000). Completion of all monetary payments required for the Cash Settlement Amount and Additional Relief by Defendant fully discharges the Defendant’s and the other Released Parties’ financial obligations (if any) in connection with the Settlement.

6. CLASS NOTICE

6.1 The Parties shall jointly ask the Court to approve Angeion Group as the Settlement Administrator. The Settlement Administrator shall, subject to the supervision of the Court, administer the Cash Payments provided by this Section 7 of this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all records as required by applicable law in accordance with its normal business practices, and such records will be made available to Class Counsel, Defendant's Counsel, the Parties, and their representatives promptly upon request.

6.2 The Settlement Administrator shall be responsible for, among other things, providing the Class Notice, processing Claim Forms, and administering the Settlement Website, Objection process, Opt-Out process, and the Settlement claims process described herein.

6.3 The Settlement Administrator will create and maintain a dedicated Settlement Website that will contain the Class Notice, FAQs, the Settlement Agreement, Claim Form, and other pertinent litigation documents as agreed by the Parties. Class Members will be permitted to submit claims by mail or online and at no cost through the Settlement Website.

6.4 Within ten (10) calendar days after Preliminary Approval or as soon as is practicable before the deadline for distributing the Short Form Notice provided in Section 6.5 below, Defendant will provide the Settlement Administrator Class Member data for notice and claims purposes in a form that can be utilized by the Settlement Administrator for administering the Settlement. The data shall, to the extent available, contain data fields reflecting the information required in the Claim Form attached as ***Exhibit A-1***. At the time of providing the data, Defendant shall certify that the data represents the most current and up to date information that Cintas has for Class Members.

6.5 No later than thirty (30) days after the Court grants Preliminary Approval, the Settlement Administrator shall cause the Short Form Notice to be distributed to Class Members by both mail and email. The Short Form Notice shall include the Settlement Website where Claim Forms can be submitted online. The Settlement Website will plainly direct Class Members where a Claim Form can be downloaded for printing and submission via mail, and a telephone number for Class Members to request that a paper claim form be mailed to them. The Long Form Notice shall be posted on the Settlement Website, and Class Members shall be able to contact the Settlement Administrator by the Settlement Website and telephone to request that a copy be mailed to them. The Long Form Notice shall inform Class Members of the Settlement, the monetary and additional relief provided for, Opt-Out/Objection rights, the amount of the Service Award sought by Plaintiff, the amount of the Attorneys' Fees and Costs sought by Class Counsel, the Claims Period and related information.

6.6 A second round of notice will be provided for notices returned as undeliverable—*i.e.*, via skip trace for mail and email notices. In the event both mailed and emailed notice is returned or undeliverable for a Class Member, the second notice will be made by mail, and updated email if available. The Settlement Administrator shall send a reminder Short Form Notice solely by mail to all Class Members who do not file a Claim Form within the first thirty (30) days of the Claims Period (the "Reminder Notice"). If a Class Member's initial mailed notice was returned undeliverable but not re-mailed (because the email did not bounce back), the Settlement Administrator will perform a skip trace and send the Reminder Notice to the updated address, if any, or by email if an updated mailing address is unavailable.

6.7 No later than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall certify to the Court compliance with the Class Notice provisions of this Agreement.

6.8 The Settlement Administrator shall provide weekly claims administration reports to Defendant's Counsel and Class Counsel during the Claims Period.

7. PROCEDURES FOR PROVIDING A CASH PAYMENT TO SETTLEMENT CLASS MEMBERS WITH VALID CLAIMS

7.1 Cash Payment Available to Settlement Class Members. In consideration of the Settlement and Releases given herein, every Class Member who timely submits a Valid Claim consistent with the terms of this Section 7 shall be entitled to a Cash Payment. In order to qualify for a Cash Payment under this Settlement, Settlement Class Members must submit a Valid Claim using the Claim Form attached as *Exhibit A-1*. This can be done on the applicable Settlement Website or by mail by the Claim Deadline.

7.2 Claim Forms. Claim Forms shall: (i) include safeguards to prevent waste, fraud, and abuse, and (ii) request information necessary to determine the validity of any Class Member's claims, including the following:

7.2.1 All Settlement Class Members who submit a Claim Form must sign, as part of the Claim Form, under penalty of perjury under the laws of the United States of America: (a) that they are Class Members; (b) that they agree to be bound by all of the terms and conditions of the Settlement; and (c) that the information they submit in the Claim Form is true and accurate.

7.2.2 Each Claim Form submitted by a Class Member shall include the information required in the Claim Form attached as *Exhibit A-1* hereto.

The Claim Form attached as *Exhibit A-1* requires that each Class Member set forth a reasonable estimate of the Class Member's total spend on Cintas products and services available under the Harford County Master Agreement or Prince William County Master Agreement for any such account ("Total Spend"). If a Class Member has multiple accounts with different "sold to" numbers with Cintas, it shall submit a separate Claim Form for each account with a unique "sold to" number.

7.3 Claims Administration. Upon the receipt of each Claim Form and by no later than forty-five (45) days after the Claim Form Deadline, the Settlement Administrator will perform the following functions:

7.3.1 Verification. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Class Member has a Valid Claim based on an assessment of: (a) the Class Member's Claim Form, (b) any supporting documentation or records submitted by the Class Member in connection with its Claim Form, and (c) data on each potential Class Member that Cintas shall make available to the Settlement Administrator pursuant to Paragraph 6.4 of this Agreement.

7.3.2 Assessment of Class Members' Total Spend. The Settlement Administrator shall determine the Cash Payment for each Class Member with a Valid Claim as set forth in Paragraph 7.4 below, based on the Class Member's Total Spend. The Settlement Administrator shall determine a

Class Member's Total Spend based on its assessment of the documents, data, and Cintas records set forth in Sections 7.2.2 and 7.3.1.

7.3.3 Review of Claims. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims, including but not limited to: validating Claims against Cintas's records, determining Cash Payments based upon the information provided by the Class Members in Claim Forms and in Cintas's business records and reports, and screening for multiple or fraudulent claims. The Settlement Administrator shall have the right to audit claims, and the Settlement Administrator may request additional information from Class Members submitting claims. If any fraud or use of bots is detected or reasonably suspected, the Settlement Administrator may request further information from the Settlement Class Member. The Settlement Administrator shall approve or deny all claims, and its decision as to the validity of a claim and, for Valid Claims, the amount of the Cash Payment shall be final and binding.

7.4 Cash Payment for Valid Claims. The Settlement Administrator shall determine the amount of each Settlement Class Member's actual final Cash Payment from the Cash Settlement Amount once all Valid Claims for Cash Payments are approved in accordance with the following parameters:

7.4.1 Cash Payment Amount. Class Members with Valid Claims shall be entitled to Cash Payments equivalent to 5% of their Total Spend, subject to a potential *pro rata* reduction or increase as set forth in Paragraph 7.4.2.

7.4.2 Adjustment of Cash Payment Amount. If the total Cash Payments for all Valid Claims made exceeds the value of the Cash Settlement Amount after deducting Settlement Costs (*i.e.*, Attorneys’ Fees and Costs, the Service Award, and Administration Expenses, as may be approved by the Court) (the “Net Settlement Amount”), there shall be a *pro rata* reduction to each Cash Payment available under Paragraph 7.4.1, depending upon the total amount of dollars calculated for Valid Claims in comparison to the Net Settlement Amount, in which case the Cash Payments for each Class Member will be reduced in equal proportion. If the total Cash Payments for all Valid Claims is less than the Net Settlement Amount, there shall be a *pro rata* increase to each Cash Payment available under Paragraph 7.4.1 until as much as the Net Settlement Amount is depleted as possible, in which case the Cash Payments for each Class Member will be increased in equal proportion.

7.5 Distribution of Cash Payments. Once the Settlement Administrator has made final determinations on all Valid Claims submitted during the Claims Period, the Settlement Administrator shall provide notice to the Parties (the “Claims Determination Notice”) that shall include: (a) an accounting of all Valid Claims to be paid, (b) instructions to Defendant for funding an account that the Settlement Administrator shall establish for the Cash Payments for Valid Claims (the “Settlement Administration Account”). Defendant shall then cause funds to be deposited into the Settlement Administration Account for the Cash Payment of Valid Claims within forty-five (45) days of receiving the Claims Determination Notice or within thirty (30) days of the Effective Date, whichever is later. Upon Defendant’s funding of the Settlement

Administration Account, the Settlement Administrator shall promptly make payment to Settlement Class Members.

7.6 Method of Cash Payment. Settlement Class Members shall receive their Cash Payment from the Settlement Administrator by check . Settlement Class Members shall have ninety (90) days to cash their checks after issuance. Upon the expiration of that ninety (90) day time period, any check not cashed within the time period allotted will become void. The voiding of any such check by the passage of time as described in this paragraph shall not serve to invalidate the Release given in Section 12 hereof by any Settlement Class Member who failed timely to negotiate its check, or the Final Approval Order and Judgment.

7.7 Limitations. The Cash Payments described in this Section will be available on a “claims made” basis and Defendant only will pay, or cause to be paid, Valid Claims. This Agreement does not create any vested property interest or unclaimed property rights for Class Members who do not file Valid Claims.

8. ADMINISTRATION EXPENSES

Defendant shall be responsible for payment of the Administration Expenses. Sums paid for the Administration Expenses will be paid out of the Cash Settlement Amount. Defendant shall pay the Settlement Administrator the Settlement Expenses following Preliminary Approval and in accordance with the Parties’ Agreement with the Administration.

9. CLASS COUNSEL’S ATTORNEYS’ FEES AND COSTS AND PLAINTIFF’S SERVICE AWARD

9.1 The Parties agree, subject to Court approval, that Burns Charest LLP shall be appointed Class Counsel, without prejudice to Defendant’s right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the

Settlement is not approved or this Agreement fails to be implemented fully, Defendant reserves all rights to object to any subsequent motion to appoint class counsel in this or any other actions.

9.2 Class Counsel will submit to the Court an application seeking an award of Attorneys' Fees and Costs of up to one-third (33.33%) of Settlement Amount. Class Counsel also will submit to the Court an application seeking leave to pay a Service Award of \$10,000 set aside from the Cash Settlement Amount as compensation for Plaintiff's efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. Sums paid for Class Counsel's Attorneys' Fees and Costs and the Service Award will be paid out of the Cash Settlement Amount.

9.3 The payment of any Attorneys' Fees and Costs and/or the Service Award is solely in the discretion of the Court. Court approval of the Attorneys' Fees and Costs award and/or the Service Award will not be a condition of the effectiveness of the Settlement. If the Court denies, in whole or part, Class Counsel's application for an award of Attorneys' Fees and Costs or the Service Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. The provisions for Attorneys' Fees and Costs and the Service Award were not negotiated until after the material Settlement terms, including the Settlement Amount and the Settlement Class definition, were negotiated.

9.4 Defendant agrees that it shall pay the amounts approved by the Court for Class Counsel's Attorneys' Fees and Costs and the Service Award within forty-five (45) business days after the Effective Date, and that such payments are counted as part of and against the Cash Settlement Amount.

9.5 Class Counsel shall provide Defendant with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Defendant to make the Attorneys' Fees and Costs and Service Award payments as set forth above.

9.6 Notwithstanding anything contained in this Agreement that might be construed to the contrary, it is understood by the Parties and Class Counsel that the Attorneys' Fees and Costs, Service Award payments, and Settlement Administration Expenses as set forth in Section 5 above are the only such fees, costs, and expenses that Defendant will pay in connection with this Settlement. With the exception of its own attorneys' fees, costs, and expenses, Defendant shall not be liable for any other attorneys' fees, costs, or expenses except as previously provided in this Agreement.

10. OPT-OUTS AND OBJECTIONS

Subject to an Order of the Court so providing, the Parties agree that:

10.1 Opt-Outs.

10.1.1 Any Class Member, other than a Class Representative, may request to be excluded from the Settlement and Settlement Class by Opting-Out of the Settlement Class. Any Class Member who desires to be excluded from the Settlement Class must give written notice of the election to Opt-Out on or before the Opt-Out Deadline specified in the Preliminary Approval Order, mailed to the Settlement Administrator. Opt-Out requests must: (i) be personally signed by the Class Member who is requesting exclusion; (ii) include the full name, address, phone number(s), and email(s) of the Class Member requesting exclusion; and (iii) include the following statement: "I/We request to be excluded from the Settlement Class and Settlement in the City of Laurel Action." No Opt-Out request will be valid unless all of

the information described above is included. No Class Member, or any person acting on behalf of or in concert or participation with that Class Member, may exclude any other Class Member from a Settlement Class, and no Class Member shall be deemed opted-out of a Settlement Class through any purported “mass” or “class” opt-outs. So-called “mass” or “class” opt-outs shall not be allowed and shall be deemed invalid. The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion.

10.1.2 The last date for Class Members to Opt-Out of the Settlement Class and Settlement will, subject to Court approval, be on the Opt-Out Deadline contained in the Preliminary Approval Order. Class Members who timely Opt-Out of the Settlement Class and Settlement will not be bound by the terms of this Agreement, including any releases contained herein, nor will they be entitled to receive any benefits from the Settlement.

10.1.3 In the event that Class Members representing more than 25% of the Revenue Opt-Out of the Settlement Class, Defendant shall have the option to elect to terminate this Agreement pursuant to Paragraph 16.1, in which circumstance the Settlement will become null and void and the Parties and status of the Action will return to the *status quo ante* as described in Paragraph 16.14.

10.1.4 The Settlement Administrator shall provide the Parties weekly written updates identifying the number and identity of Class Members who have elected to Opt-Out from the Settlement Class. The final update shall be

provided within ten (10) days after the Opt-Out Deadline, and Defendant shall then have ten (10) days to notify Plaintiff if it elects to terminate this Agreement pursuant to Subsection (d) of Paragraph 16.1.

10.1.5 The Class Representative affirmatively supports this Settlement and agrees not to Opt-Out of this Settlement. Neither the Class Representative, Class Counsel, or Defendant or their counsel shall in any way encourage any Class Member to Opt-Out, file an Objection, or discourage any Class Member from participating in this Settlement.

10.2 Objections.

10.2.1 Any Settlement Class Member, on its own, or through an attorney hired at its own expense, may object to the terms of the Settlement, Class Counsel's motion for an award of Attorneys' Fees and Costs and/or the Service Award.

10.2.2 Any Objection must be in writing and served by the Objection Deadline on Class Counsel, Defendant's Counsel, and the Settlement Administrator. Any Objections not raised properly and timely will be waived.

10.2.3 To be effective, any Objection must contain all the following information:

- i. a reference at the beginning to the Action;
- ii. the objector's full name, address, telephone number, and email address;
- iii. the Objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the Objection;
- iv. copies of any papers, briefs, or other documents upon which the Objection is based;

- v. a list of all persons who will be called to testify in support of the Objection;
- vi. a statement of whether the objector intends to appear at the Final Approval Hearing. If the objector intends to appear at the Final Approval Hearing through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Final Approval Hearing, and all such attorneys representing the objector must enter an appearance concurrently with serving the Objection, whether or not the objector's counsel will appear at the Final Approval Hearing or whether or not admitted in Nevada;
- vii. a statement of its membership in the Settlement Class, including all information required by the Claim Form;
- viii. a detailed list of any other Objections and any orders pertaining to the prior objections pertaining to the objector or its Counsel submitted or entered in any court, whether state or federal, in the United States in the previous five (5) years. If the Settlement Class Member or its counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

10.2.4 Any Settlement Class Member who fails to timely file and serve a written Objection containing all of the information listed above in the previous paragraphs, including notice of its intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

10.2.5 Any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel and/or Defendant's Counsel prior to the Final Approval Hearing.

11. PROCEDURES FOR SETTLEMENT APPROVAL

11.1 This Agreement and the Settlement embodied herein are subject to Final Approval by the Court. If the Settlement is approved, the Court will enter a judgment dismissing the claims against Defendant with prejudice. The Parties waive any right to appeal or collaterally attack a Final Approval Order and Judgment entered by the Court.

11.2 If this Agreement or any part of it is materially modified by the Court or is materially modified upon appeal or remand, any of the Parties may terminate this Agreement pursuant to Paragraph 16.1. If no Party timely elects to terminate then the Parties shall remain bound to the Settlement as so modified. For purposes of this paragraph, a “material modification” is one that significantly affects the rights or obligations of one or more of the Parties. Without limiting the foregoing and by way of illustration only, material modifications include but are not limited to: (i) any change to the scope of the Released Claims set forth in this Settlement Agreement; (ii) any material change to the Final Approval Order and Judgment, which limits or reduces any of the protections afforded to Defendant; and (iii) any increase in the cost of the settlement to be borne by Defendant to be determined at the sole discretion of Defendant; and/or (iv) any change to the benefits, Class Notices, Claim Form, and/or claim process.

11.3 No order or action of the Court pertaining to Attorneys’ Fees and Costs shall be considered to constitute a material modification so long as such order, action, or modification does not require that Defendant do anything not specifically set forth herein, or is one that significantly affects the rights or obligations of one or more of the Parties.

12. RELEASES

12.1 As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties, of and

from, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory (collectively, the "Claims"), whether on behalf of themselves or others, concerning or relating to any claims or conduct alleged in the complaint, including claims that were or could have been brought in the Action ("Released Claims"). For the avoidance of doubt, the Released Claims include all Claims arising from any alleged overcharge or price discrepancy in relation to any agreement extending the terms and covenants of the Harford County Master Agreement and the Prince William County Master Agreement.

12.2 Plaintiff and the Settlement Class Members covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

12.3 Except for Class Members who have validly and timely elected to exclude themselves from or Opt-Out of the Settlement Class, each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against any Released Party in any forum, action, or proceeding of any kind.

12.4 With respect to the Released Claims, Plaintiff and Settlement Class Members expressly understand and acknowledge that it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members explicitly took that into account in entering into this Agreement,

and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

12.5 Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims, or the law applicable to such claims may change. Nonetheless, each Plaintiff and Settlement Class Member expressly agrees that, as of the Effective Date, they shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed herein. Further, each Plaintiff and Settlement Class Member agrees and acknowledges that they shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if they never receive actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

12.6 Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present or future amounts that may be owed by Plaintiff or by any Settlement Class Member on his/her accounts or agreements with Cintas, pursuant to the terms and conditions of such accounts or agreements. Likewise, nothing in this Agreement shall operate or be construed to release any defenses or rights of set-off that Plaintiff or any Settlement Class Member has, other than with respect to the claims expressly released by this Agreement, in the event Defendant and/or its assigns seeks to recover any past, present or future amounts that may be owed by Plaintiff or by any Settlement Class Member on his/her accounts or agreements with Cintas, pursuant to the terms and conditions of such accounts or agreements.

13. FINAL JUDGMENT AND SETTLEMENT APPROVAL

13.1 At the Final Approval Hearing, the Court will consider Plaintiff's motion for Final Approval of the Settlement, Class Counsel's application for Attorneys' Fees and Costs, and Plaintiff's application for the Service Award.

13.2 The Court at the Final Approval Hearing will determine whether to enter the Final Approval Order and Judgment granting final approval of the Settlement, and whether to approve Class Counsel's request for Attorneys' Fees and Costs and Plaintiff's request for the Service Award. The proposed Final Approval Order and Judgment that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendant. Such Final Approval Order and Judgment shall, among other things:

13.2.1 Determine that the Settlement is fair, reasonable and adequate;

13.2.2 Finally certify the Settlement Class for settlement purposes only;

13.2.3 Determine that the Class Notice satisfies due process requirements;

13.2.4 Authorize all payments provided for in this Agreement;

13.2.5 Dismiss the Action with prejudice and without costs;

13.2.6 Bar and enjoin Plaintiff and all Settlement Class Members from asserting any of the Released Claims, as set forth in Section 12, including during any appeal from the Final Approval Order;

13.2.7 Release Defendant and the Released Parties from the Released Claims, as set forth in Section 12; and

13.2.8 Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Plaintiff, Defendant, and all Settlement Class Members, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

14. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

14.1 Each Party has had the opportunity to receive, and has received, independent legal advice from its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

14.2 Defendant represents and warrants: (i) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement, and to consummate the transactions contemplated hereby; (ii) that the execution, delivery, and performance of the Agreement, and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of the Defendant; and (c) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

14.3 Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiff and, subsequent to an appropriate Court order, the Settlement Class, in order to effectuate the terms of this Agreement, and also are authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiff and, subsequent to an appropriate Court order, the Class Members. Class Counsel represents and warrants that they have the requisite power and authority to represent to represent state and local entities or subdivisions that are members of the Settlement Class under any applicable laws and regulations.

14.4 Plaintiff represents and warrants that it is entering into the Agreement on behalf of itself individually and as proposed representative of the potential Settlement Class Members, of its own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiff represents and warrants that it has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that it will not file an Opt-Out request from the Settlement Class or object to the Agreement.

14.5 Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has, may have arising out of this Action, or could have asserted in this Action, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiff itself

14.6 No Party relies or has relied on any statement, representation, omission, inducement, or promise of another Party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

15. THE PARTIES' POSITIONS ON THE ACTION AND SETTLEMENT

15.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

15.2 Class Counsel and Plaintiff believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims, have conducted extensive formal and informal discovery, and have conducted independent investigation of the challenged practices. Class Counsel and Plaintiff have concluded that the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

15.3 The Defendant disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. The Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience and distraction

of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

15.4 Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Class Members, or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

15.5 In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

16. MISCELLANEOUS PROVISIONS

16.1 Termination of Agreement. This Agreement may be terminated at the election of either Party, by written notice: (i) in the event of any proposed material modification of this Agreement as a condition to approval of the Settlement; (ii) prior to approval of this Agreement by the Court, upon the mutual agreement of the Parties by and through their respective counsel; or (iii) by Defendant, at its sole option, in the event that Class Members who represent more than 25% of the Revenue timely elect to Opt-Out of the Settlement Class and Settlement.

16.2 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither Plaintiff nor Defendant are entering into this Agreement in reliance

upon any representations, warranties, or inducements other than those contained in this Agreement.

16.3 Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's Counsel, without notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.

16.4 Extension of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement without formally amending this Agreement.

16.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed to be one and the same instrument. The Parties agree that a copy of the executed counterparts may be filed with the Court in connection with the motion to preliminarily approve the Settlement, either in portable document format or some other suitable electronic form, as an exhibit to Plaintiff's motion for preliminary approval without the need to collate and file a copy with original signatures.

16.6 Cooperation. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities.

16.7 Construing the Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties and it is acknowledged that all Parties have contributed

substantially to the preparation of this Agreement, accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

16.8 Choice of Law. This Agreement shall be governed by and interpreted in accordance with the substantive common law of Nevada, exclusive of choice of law principles.

16.9 Jurisdiction. The Parties submit to the exclusive jurisdiction of the United States District Court for the District of Nevada which shall retain jurisdiction over the Action, the Settlement Administrator, the Preliminary Settlement Agreement, the Final Order and Judgment, the Class Members, the Plaintiff and Defendant for the purpose of enforcing this Agreement or implementing any part of the Settlement embodied in this Agreement.

16.10 Headings. The captions and headings employed in this Agreement are for convenience only, are not a part of the Agreement, and shall not be used in construing or interpreting the Agreement.

16.11 Media and Contact of Class Members. If any one of the Parties seeks to issue or otherwise provide to the public, including any media or press, any announcement, press release, or other statement relating to the Settlement or the Action (including previously-issued statements on any Party-owned website), the Parties will prepare it jointly and to the satisfaction of the other, approved in advance in writing, and it shall be the only communication either Party or their counsel shall make regarding the Settlement or the Action, other than in pleadings submitted to the Court relating the Settlement, or in connection with government inquiries, securities filings, or other litigation matters, or as may be necessary to prepare tax documents. Except as noted herein, and in order to ensure consistent and accurate communications regarding the terms of the Settlement, the Class Notice shall constitute the only communication with Class

Members (other than the Class Representative) regarding the Settlement prior to Final Approval Hearing. Notwithstanding, Class Counsel can answer any inquiries initiated by Class Members, but Class Counsel will not initiate contact with any Class Members.

16.12 Confidentiality. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared, conducted, sent, produced, or exchanged in connection with the Settlement and the Parties' settlement discussions prior to the execution of the Settlement Agreement will be treated as strictly confidential and may not be disclosed to any person other than the Parties' counsel and proposed administrators as necessary for their selection, and only for purposes of the Action.

16.13 Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

16.14 Effect of Non-Approval. In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including Termination pursuant to Paragraph 16.1 above, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member; shall not be admissible or offered into evidence in any action or proceeding; shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law; and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same positions as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court and any related orders had not been entered, preserving all of their respective claims and defenses.

16.15 Stay Pending Court Approval. Class Counsel and Defendant's counsel agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in any other proceedings against any of the Released Parties, which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

16.16 Notices. Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

If to Plaintiff or Class Counsel:

BURNS CHAREST LLP
Warren T. Burns
Matthew Tripolitsiotis
900 Jackson Street, Suite 500
Dallas, Texas 75202
Email: wburns@burnscharest.com
mtropolitsiotis@burnscharest.com

Korey A. Nelson
Amanda Klevorn
Natalie R. Earles
365 Canal Street, Suite 1170
New Orleans, LA 70130
Email: knelson@burnscharest.com
aklevorn@burnscharest.com
nearles@burnscharest.com

If to Defendant or Defendant's Counsel:

PROSKAUER ROSE LLP
David J. Fioccola
Jeff H. Warshafsky
Claire N. Abrahamson
Jana R. Ruthberg
11 Times Square
New York, New York 10036
Email: DFioccola@proskauer.com
JWarshafsky@proskauer.com
CAbrahamson@proskauer.com
JRuthberg@proskauer.com

16.17 Good Faith. The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. To that end, the Parties further agree to implement the terms of this Agreement in good faith and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement. The

Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

16.18 Protective Orders. All orders, settlement agreements and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

16.19 Arms-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

16.20 Exhibits. All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

16.21 Support From the Parties. After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (i) have independently determined that this Settlement is in the best interest of the Settlement Class; and (ii) shall support motions for entry of the Preliminary Approval Order and Final Approval Order and Judgment.

16.22 Costs. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses.

16.23 Variance. In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibits.

16.24 Taxes. No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Released Parties or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax

consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for its tax reporting and other obligations respecting the Agreement, if any.

16.25 Time Periods. All time periods set forth herein shall be computed in calendar days, unless otherwise expressly stated. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or other conditions have made the Office of the Clerk or the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days.

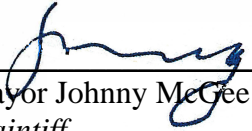
16.26 Effectiveness, Amendments, and Binding Nature. This Agreement may be amended only in writing signed by the Parties and approved by the Court. Except as otherwise stated above, each Party, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective. This Agreement is binding on, and shall inure to the benefit of, Plaintiff, Settlement Class Members, and Defendant, and each of their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, heirs, insurers, and successors in interest in accordance with its terms.

(Signature pages follow.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date and year last written below.

Dated: October 8, 2024


CITY OF LAUREL



Mayor Johnny McGee
Plaintiff

Dated: October 8, 2024


BURNS CHAREST LLP



Warren T. Burns
Class Counsel

Dated: October 8, 2024


CINTAS CORPORATION NO. 2



D. Brock Denton, Senior Vice President, Secretary
& General Counsel
Defendant

Dated: October 8, 2024

PROSKAUER ROSE LLP



David J. Fioccola
Defendant's Counsel

EXHIBIT A-1 - Claim Form

City of Laurel, Mississippi, et al. v. Cintas Corporation No. 2

Your claim must be
submitted online or
postmarked by:
[DEADLINE]

Case No. 3:21-cv-00124-ART-CLB
United States District Court
District of Nevada - Northern Division

**CIN
CLAIM**

Claim Form**GENERAL INSTRUCTIONS**

Complete this Claim Form if you are a Settlement Class Member and you wish to receive a Cash Payment.

You are included in this Settlement as a Settlement Class Member if you are an OMNIA (formerly known as U.S. Communities) Participating Public Agency (“PPA”), including a state or local government, school board, institution of higher education, or non-profit organization, that entered into an individual agreement with Cintas for products or services that “piggybacked” onto the Harford County Public Schools Master Agreement or Prince William County Public Schools Master Agreement (the “Master Agreements”) between April 1, 2012 and [REDACTED], 2024.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Cintas, or its subsidiaries and affiliated companies; (b) persons or entities who timely and properly opt-out of the Settlement; and (c) the Court, the Court’s immediate family, and Court staff.

If the Settlement is approved and becomes final, each Settlement Class Member who contracted with Cintas that files a Valid Claim will be entitled to a Cash Payment, the amount of which depends upon the Settlement Class Member’s total spend on Cintas products and services purchased under a Local Agreement “piggybacking” onto the Master Agreements (“Total Spend”) during the relevant class period. Class Members with Valid Claims will be entitled to Cash Payments equivalent to up to 5% of their Total Spend, subject to a *pro rata* reduction or increase. Each Cash Payment shall be based on the Total Spend associated with the Settlement Class Member’s unique “Sold To” number that is (1) listed on the customer’s invoices and identifies the customer’s account and Local Agreement, and (2) must be identified in the Settlement Class Member’s Claim Form.

If you have **multiple “Sold To” account numbers with Cintas**, you must **submit a separate Claim Form for each account** with a unique “Sold To” number.

This Claim Form may be submitted electronically *via* the Settlement Website at [REDACTED] or completed and mailed, including any supporting documentation, to:

Cintas Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If you have any questions, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**. You also write to the Settlement Administrator at **EMAIL** or by mail: Cintas Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

QUESTIONS? VISIT **WWW.[REDACTED].COM OR CALL TOLL-FREE 1-**XXX-XXX-XXXX****

City of Laurel, Mississippi, et al. v. Cintas Corporation No. 2

Case No. 3:21-cv-00124-ART-CLB
 United States District Court
 District of Nevada - Northern Division

Your claim must be
 submitted online or
 postmarked by:
[DEADLINE]

**CIN
 CLAIM**

Claim Form**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

Name of OMNIA PPA (As Appears on Cintas Invoice)

Title of Authorized Representative

First Name of Authorized Representative

Last Name of Authorized Representative

Street Address (i.e., "Bill To" Address on Cintas Invoice)

City

State

Zip Code

Email Address

Telephone Number

Notice ID, if known

II. INFORMATION ABOUT YOUR AGREEMENT WITH CINTAS

Provide your Cintas account number (i.e., "Sold To #" on Cintas Invoice)*: _____

Estimated Date of your Local Agreement with Cintas: ____/____/____

Estimated Total Spend on Cintas products and services associated with your "Sold To" Number: \$_____

Supporting documentation is not required. However, you may, at your own election, submit documentation in support of your claim.

**You must submit a separate Claim Form for each unique Cintas account number you have.*

III. ATTESTATION & SIGNATURE

By signing and submitting this Claim Form, I hereby attest under penalty of perjury under the laws of the United States of America: (a) the Participating Public Agency listed in section I meets the Settlement Class definition as a Class Member; (b) that the Participating Public Agency agrees to be bound by all of the terms and conditions of the Settlement; and (c) that the information submitted in the Claim Form is true and accurate.

 Signature

 Printed Name

 Date

Notice ID: «**Notice ID**»

«**BARCODE**»

EXHIBIT A-2 - Short Form Notice

A Settlement has been reached with Cintas in a class action lawsuit that alleges Cintas breached its individual agreements with OMNIA (formerly U.S. Communities) Participating Public Agencies for products that “piggyback” onto certain master agreements by invoicing Participating Public Agencies for amounts that exceeded pricing authorized under those agreements.

Why did I receive this notice?

You may be a class member in the *City of Laurel, Mississippi et al. v. Cintas Corporation No. 2* settlement as (1) you are a current or former customer of Cintas Corporation No. 2 (“Defendant” or “Cintas”), (2) you are an OMNIA (formerly U.S. Communities) Participating Public Agency (“PPA”), (3) you entered into an individual agreement with Cintas for products or services that “piggybacked” onto Master Agreement No. 12-JLH-011C with Harford County Public Schools, Maryland, effective April 1, 2012, or Master Agreement No. R-BB-19002 with Prince William County Public Schools, Virginia, effective December 13, 2018 (the “Master Agreements”), and (4) such agreement for products or services was entered into between April 1, 2012 and _____, 2024.

What is this class action about? This lawsuit alleges that Defendant breached its individual agreements with OMNIA PPAs for products or services that “piggyback” onto the Master Agreements, by invoicing PPAs for amounts that exceeded pricing authorized under those agreements.

What can you get from the Settlement?

The settlement provides cash payments equivalent to up to 5% of your total spend on Cintas products and services purchased under your local agreement which piggybacked onto the Master Agreement from between April 1, 2012 and _____, 2024. This cash payment shall be based on the total spend associated with your unique “Sold To” number that is (1) listed on your Cintas invoices and identifies your account

and Local Agreement, and (2) must be identified in your Claim Form. The cash payment is subject to a *pro rata* reduction or increase.

How do you get a cash payment? To get a payment, you must submit a Valid Claim Form by _____, 2024, either online at <http://www.xxxxxxxx.com>, or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.

What are your other options? If you do nothing, you won’t receive a payment, and you will release your related legal claims if the settlement is finally approved. If you don’t want to be bound by the settlement, you can opt-out or you can stay in the settlement and file an objection by _____, 2024. The Court will hold a hearing on _____, 2024 to decide whether to approve the settlement, service awards for class representations who aided in the litigation (\$10,000), and Class Counsel’s request for attorneys’ fees (up to one-third of the total cash value of the settlement amount). You don’t have to appear at the hearing to receive a payment, or appear at the hearing to file an objection or opt-out.

This is only a summary. For more information, please visit the Settlement Website at <http://.xxxxxxx.com> or you can contact the Settlement Administrator at 1-(800) XXX-XXXX. You may also contact Class counsel, Warren Burns at wburns@burnscharest.com or (469) 904-4551.

CLAIM DEADLINE:

_____, 2024

EXHIBIT A-3 - Long Form Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Nevada – Northern Division
City of Laurel, Mississippi et al. v. Cintas Corporation No. 2
Case No. 3:21-cv-00124-ART-CLB

IF YOU ARE A PARTICIPATING PUBLIC AGENCY INCLUDING A STATE OR LOCAL GOVERNMENT, SCHOOL BOARD, INSTITUTION OF HIGHER EDUCATION, OR NON-PROFIT ORGANIZATION THAT ENTERED INTO A CONTRACT WITH CINTAS FOR PRODUCTS OR SERVICES THAT “PIGGYBACKED” ONTO THE HARFORD COUNTY PUBLIC SCHOOLS OR PRINCE WILLIAM COUNTY PUBLIC SCHOOLS MASTER AGREEMENTS ADMINISTERED BY OMNIA PARTNERS (FORMERLY KNOWN AS U.S. COMMUNITIES) BETWEEN APRIL 1, 2012 AND [REDACTED], 2024, YOU MAY BE ENTITLED TO MAKE A CLAIM FOR A CASH PAYMENT UNDER A CLASS ACTION SETTLEMENT, AND YOUR LEGAL RIGHTS COULD BE AFFECTED BY THAT SETTLEMENT.

*A federal court authorized this Notice. You are not being sued. This is **not** a solicitation from a lawyer. Please contact the Settlement Administrator or Class Counsel listed below if you have any questions after reading this notice. Do not contact the Court with questions.*

This Notice is to inform you of a proposed settlement of a class action lawsuit pending against Cintas Corporation No. 2 (“Cintas” or “Defendant”).

- A Settlement has been reached with Cintas in a class action lawsuit that alleges Cintas breached its individual agreements with OMNIA (formerly known as U.S. Communities) Participating Public Agencies for products or services that “piggyback” onto (*i.e.*, adopt in full or in part the terms of) Cintas’s Master Agreement No. 12-JLH-011C with Harford County Public Schools, Maryland, effective April 1, 2012 (the “Harford County Master Agreement”) or Cintas’s Master Agreement No. R-BB-19002 with Prince William County Public Schools, Virginia, effective December 13, 2018 (the “Prince William County Master Agreement”) by invoicing Participating Public Agencies for amounts that exceeded pricing authorized under those agreements.
- The lawsuit is captioned *City of Laurel, Mississippi et al. v. Cintas Corporation No. 2*, Case No. 3:21-cv-00124-LRH-CLB (the “Action”), pending in the United States District Court, District of Nevada, Northern Division. Cintas denies the lawsuit’s allegations and denies that it did anything wrong but has agreed to settle the Action to avoid the costs and distractions associated with continuing this case.
- You are included in this Settlement as a Settlement Class Member if you are an OMNIA (formerly known as U.S. Communities) Participating Public Agency, including a state or local government, school board, institution of higher education, or non-profit organization, that entered into an individual agreement with Cintas for products or services that “piggybacked” onto the Harford County Master Agreement or Prince William County Master Agreement between April 1, 2012 and [REDACTED], 2024.

- As discussed in further detail below, the Settlement provides up to Forty-Five Million Dollars (\$45,000,000) (as updated at the time of final court approval) from which Cash Payments will be made to Settlement Class Members as well as other potential benefits to Settlement Class Members.
- Defendants' records show that you may have entered into an individual agreement with Cintas that "piggybacks" onto the Harford County Master Agreement or Prince William County Master Agreement between April 1, 2012 and [REDACTED], 2024. By submitting a Valid Claim Form by [REDACTED], 2024, you may be entitled to a Cash Payment under the terms of the Settlement, subject to the terms and conditions set forth below.
- Your rights are affected whether you act or don't act. Please read this Notice carefully. Capitalized terms not defined in this Notice shall have the meaning as defined in the Class Action Settlement Agreement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive a Cash Payment from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at [REDACTED] or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	[REDACTED], 2024
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can select your own legal counsel at your own expense.	[REDACTED], 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a payment.	[REDACTED], 2024
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- *These rights and options—and the deadlines to exercise them—are explained in this Notice.*
- *The Court in charge of this case still has to decide whether to approve the Settlement.*

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT?.....	4
THE SETTLEMENT BENEFITS	5
HOW TO GET A PAYMENT - MAKING A CLAIM.....	6
THE LAWYERS REPRESENTING YOU	7
EXCLUDING YOURSELF FROM THE SETTLEMENT	8
COMMENTING ON OR OBJECTING TO THE SETTLEMENT	8
THE COURT’S FINAL APPROVAL HEARING.....	10
IF I DO NOTHING	10
GETTING MORE INFORMATION.....	10

BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable Anne R. Traum of the United States District Court for the District of Nevada is overseeing this class action. The lawsuit is captioned *City of Laurel, Mississippi et al. v. Cintas Corporation No. 2*, Case No. 3:21-cv-00124-ART-CLB (D. Nev.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Cintas, is called the “Defendant.”

2. What is this lawsuit about?

This class action lawsuit claims that Cintas breached individual agreements (“Local Agreements”) with Participating Public Agencies, including state and local governments, school boards, institutions of higher education, and non-profit organizations, for products or services that “piggybacked” onto (*i.e.*, adopted in full or in part the terms of) the Harford County Master Agreement or Prince William County Master Agreement administered by OMNIA Partners (formerly known as U.S. Communities) by invoicing Participating Public Agencies for amounts that exceeded pricing authorized under those agreements.

Defendant denies the lawsuit’s allegations, and denies that it did anything wrong, but nevertheless has decided to settle the Action to avoid the costs and distractions associated with continuing this case. The Settlement, if approved, resolves the lawsuit and provides benefits to Settlement Class Members who do not opt-out from the Settlement Class.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. If the Court approves the Settlement and it becomes final, a Settlement Administrator appointed by the Court will make the Benefit payments provided by the Settlement.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Class Representative is City of Laurel, Mississippi (“Plaintiff” or “City of Laurel”).

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws whatsoever. The Plaintiff and the Defendant agreed to a Settlement to avoid the costs and distractions associated with continuing this case, and to allow the Settlement Class Members to receive payments from the Settlement. The Plaintiff and its attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all Participating Public Agencies, including state and local governments, school boards, institutions of higher education, and non-profit organizations, that entered into Local Agreements with Cintas for products or services that “piggybacked” onto (*i.e.*, adopted in full or in part the terms of) the Harford County Master Agreement or Prince William Master Agreement administered by OMNIA Partners (formerly known as U.S. Communities) between April 1, 2012 and [REDACTED], 2024.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Cintas, or its subsidiaries and affiliated companies; (b) persons or entities who timely and properly opt-out of the Settlement; and (c) the Court, the Court’s immediate family, and Court staff.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to the Settlement Administrator at:

[email address]

_____, Settlement, c/o Settlement Administrator, [ADDRESS].

You may also view the Settlement Agreement and Releases (“Settlement Agreement”) at [Website URL].

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Cintas has agreed to pay a maximum of Fifty Million Dollars (\$50,000,000.00) (the “Settlement Amount”).

The Settlement Amount includes Forty-Five Million Dollars (\$45,000,000) (the “Cash Settlement Amount”) to be paid out for (a) Valid Claims for Cash Payments to Settlement Class Members, (b) Administration Expenses, (c) Court-awarded Attorneys’ Fees and Costs to Class Counsel, and (d) a Service Award to the Class Representative. Under the proposed Settlement, each Settlement Class member will have an opportunity to file a Claim Form for a Cash Payment.

The remaining Five Million (\$5,000,000) of the Cash Settlement Amount shall be allocated for additional relief (the “Additional Relief”), including future investments and resources Defendant agrees to implement under the Settlement as a result of the Plaintiff’s Action, such as making enhancements to Defendant’s policies, procedures, and systems related to Local Agreements with Participating Public Agencies that “piggyback” onto the Harford County and Prince William County Master Agreements. In connection with the implementation of the Additional Relief, Settlement Class Members may see additional price savings on invoices for products and services purchased under their Local Agreements “piggybacking” onto the Harford County or Prince William County Master Agreements.

Cintas has also agreed to offer Settlement Class Members with Valid Claims and a Local Agreement “piggybacking” onto the Harford County Master Agreement the option to transition to a Local Agreement “piggybacking” onto Cintas’s Master Agreement No. 3702-22-4618 with the Board of Regents of the University of Nebraska, effective June 1, 2023 (the “University of Nebraska Master Agreement”), which offers a more competitive mix of pricing for Cintas products and services. Settlement Class Members who are eligible for and elect to transition to a Local Agreement “piggybacking” onto the University of Nebraska Master Agreement may see additional price savings on invoices for products and services purchased under their Local Agreements. Settlement Class Members interested in exercising this option should contact Settlement Administrator to inform them of their interest by telephone at 1-XXX- XXX-XXXX, by email at [Email Address], or by U.S. mail at the address above.

8. How much will my cash payment be?

If the Settlement is approved and becomes final, each Settlement Class Member who contracted with Cintas that files a Valid Claim will be entitled to a Cash Payment, the amount of which depends upon the Settlement Class Member’s total spend on Cintas products and services purchased under their Local Agreement “piggybacking” onto Harford County or Prince William County (“Total Spend”) during the relevant class period. Class Members with Valid Claims will be entitled to Cash Payments equivalent to up to 5% of their Total Spend, subject to a *pro rata* reduction or increase as set forth below. Each Cash Payment shall be based on the Total Spend

associated with the Settlement Class Member's unique "Sold To" number that is (1) listed on the customer's invoices and identifies the customer's account and Local Agreement, and (2) must be identified in the Settlement Class Member's Claim Form.

If the total Cash Payments for all Valid Claims made *exceeds* the value of the Cash Settlement Amount after deducting settlement costs including Attorneys' Fees and Costs, Administration Expenses, and the Class Representative's Service Award (the "Net Settlement Amount"), each eligible Settlement Class Member's actual Cash Payment from the Net Settlement Amount will be reduced *pro rata* based upon the number and total dollar amount of Valid Claims received. If the total Cash Payments for all Valid Claims made are *less than* the value of the Net Settlement Amount, each eligible Settlement Class Member's actual Cash Payment from the Net Settlement Amount will be increased *pro rata* based upon the number and total dollar amount of Valid Claims received.

You may contact the Settlement Administrator for more information regarding the amount of your total spend by telephone at 1-XXX-XXX-XXXX, by email at [Email Address], or by U.S. mail at the address above.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [Website URL].

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if you are a Participating Public Agency, including a state or local government, school board, institution of higher education, or non-profit organization, that entered into a Local Agreement with Cintas for products or services that "piggybacked" onto the Harford County Master Agreement or Prince William County Master Agreement between April 1, 2012 and _____, 2024. . If you have multiple accounts with Cintas, you shall submit a separate Claim Form for each account with a unique account number.

Claim Forms may be submitted online at [Website URL] or printed from the website and mailed to the Settlement Administrator at: _____ Settlement, c/o Settlement Administrator, [ADDRESS].

You may also contact the Settlement Administrator to request a Claim Form by telephone at 1-XXX-XXX-XXXX, by email at [Email Address], or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **[Deadline Date]**. If submitting a Claim Form online, you must do so by **[Deadline Date]**.

12. When will I get my payment?

The Court will hold a final approval hearing on **[redacted]**, 2024 to decide whether to approve the Settlement, how much Attorneys' Fees and Costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed the following attorneys at the following law firms to represent the Settlement Class in this Settlement: Warren T. Burns, Korey A. Nelson, Amanda Kelvorn, Matthew Tripolitsiotis, and Natalie Earles of Burns Charest LLP. Together, these attorneys are called Class Counsel. You are not personally responsible for payment of Attorneys' Fees and Costs for Class Counsel.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will be requesting up to 33.33% of the Settlement Amount for Attorneys' Fees & Costs. Class Counsel will also request payment of a Service Award of \$10,000 set aside from the Cash Settlement Amount as compensation for class representative's efforts in bringing this action. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Cash Settlement Amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is **[Deadline Date]**.

To exclude yourself from the Settlement, you must submit a **written request for exclusion** that includes the following information: (i) the case name: *City of Laurel, Mississippi et al. v. Cintas Corporation No. 2*, Case No. 3:21-cv-00124-ART-CLB (D. Nev.); (ii) your name, address, telephone number, and email address (if any); and (iii) a statement clearly indicating your intent to be excluded from the Settlement Class.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **[Deadline Date]**.

Cintas Settlement
ATTN: Exclusion Request
PO Box **XXXXXX**
[City, State **XXXXXX**]

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other entity.

You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. “Mass” or “class” opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be considered by the Court, the objection must also set forth: (a) the objector’s full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be

entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Cintas may conduct discovery on any objector or objector's counsel.

Objections must be mailed to the Clerk of the Court, Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator. The deadline to submit an objection is **[Deadline Date]**.

If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

Clerk of Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Clerk of Court 400 S. Virginia St. Reno, NV 89501	Warren T. Burns Korey A. Nelson Amanda Klevorn Matthew Tripolitsiotis Natalie Earles Burns Charest LLP 900 Jackson St. Suite 500 Dallas, TX 75202	David Fioccola Jeffrey H. Warshafsky Claire Abrahamson Proskauer Rose LLP 11 Times Square New York, NY 10036	Settlement ATTN: Objections PO Box XXXXX [City, State XXXXX]

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on _____, 2024 at _____ A.M./P.M. PT, at the United States District Court for the District of Nevada before the Honorable Anne R. Traum, 400 S. Virginia St. Reno, NV 89501, Courtroom _____, to decide whether to approve the Settlement, how much Attorneys' Fees and Costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check <http://www.xxxxxxxx.com> for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

You can contact the Settlement Administrator at (800) XXX-XXXX, or you may visit the Settlement Website at <http://www.xxxxxxxx.com>, where you will find answers to frequently asked questions about the Settlement as well as copies of all pertinent Settlement documents, including the Settlement Agreement.

You may also contact Class Counsel, Warren Burns at wburns@burnscharest.com or (469) 904-4551.

You may also read the full Settlement Agreement by requesting to see the court file for *City of Laurel, Mississippi et al. v. Cintas Corporation No. 2*, Case No. 3:21-cv-00124-ART-CLB during regular business hours in the Clerk's Office at 400 S. Virginia Street Reno, NV 89501 or (775) 686-5800.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT,
THE JUDGE, OR THE DEFENDANT WITH
INQUIRIES ABOUT THE SETTLEMENT**

**EXHIBIT A-4 -
(Proposed) Preliminary
Approval Order**

Wallace & Millsap
510 W Plumb Ln., Reno, Nevada / (775) 683-9599

1 F. McClure Wallace, Esq.

Nevada Bar No.: 10264

2 Patrick R. Millsap, Esq.

Nevada Bar No.: 12043

3 **WALLACE & MILLSAP**

510 W Plumb Ln., Ste. A

Reno, Nevada 89509

5 (775) 683-9599

mcclure@wallacemillsap.com

6 patrick@wallacemillsap.com

7 Warren Burns (admitted *pro hac vice*)

8 **BURNS CHAREST LLP**

900 Jackson Street, Suite 500

9 Dallas, Texas 75202

10 Telephone: (469) 904-4550

Facsimile: (469) 444-5002

11 wburns@burnscharest.com

12 Korey A. Nelson (admitted *pro hac vice*)

13 Amanda Kelvorn (admitted *pro hac vice*)

Natalie Earles (admitted *pro hac vice*)

14 **BURNS CHAREST LLP**

365 Canal Street, Suite 1170

15 New Orleans, LA 70130

16 Telephone: (504) 799-2845

Facsimile: (504) 881-1765

17 knelson@burnscharest.com

aklevorn@burnscharest.com

18 nearles@burnscharest.com

19 Charles D. Gabriel (*pro hac vice*)

20 **CHALMERS & ADAMS, LLC**

1409 Silverling Way

21 Raleigh, NC 27613

22 Telephone: (678) 735-5903

Facisimile: (678) 582-8910

23 cdgabriel@chalmersadams.com

24 *Counsel for Plaintiff City of Laurel, Mississippi*

25

26

27

28

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
NORTHERN DIVISION

CITY OF LAUREL, MISSISSIPPI,
on behalf of itself and all others
similarly situated,
Plaintiff,

v.

CINTAS CORPORATION NO. 2
Defendants.

Case No. 3:21-cv-00124-ART-CLB

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

WHEREAS, Plaintiff City of Laurel, Mississippi filed a Complaint and commenced the action entitled *City of Laurel, Mississippi v. Cintas Corporation No. 2*, No. 3:21-cv-00124-ART-CLB (the “Action”);

WHEREAS, Plaintiff City of Laurel, Mississippi filed a First Amended Class Action Complaint (ECF No. 36) and subsequently entered into an Agreement with Cintas Corporation No. 2 that, if approved, would settle the Action;

WHEREAS, Plaintiff has moved, under to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action pursuant to the terms and conditions set forth in the Parties’ Agreement (the “Motion”); and

WHEREAS, the Court, having considered the Motion, the Agreement together with all exhibits and attachments thereto, the record in the Action, the parties’ briefs, and arguments of counsel,

**NOW THEREFORE, THE COURT HEREBY FINDS AND ORDERS AS
FOLLOWS:**

1 1. Settlement Terms. Unless otherwise defined herein, all capitalized
2 terms shall have the same definitions as set forth in the Class Action Settlement
3 Agreement (“Agreement” or “Settlement Agreement”) between Defendant Cintas
4 Corporation No. 2 (“Cintas”) and Plaintiff City of Laurel, Mississippi (the “City”)
5 (collectively, the “Parties”).
6

7 2. Jurisdiction. This Court has jurisdiction over the subject matter of the
8 Action and all parties to the Action, including members of the Settlement Class.

9 3. Preliminary Approval of Proposed Settlement Agreement. The Court
10 finds that, subject to further consideration at the Final Approval Hearing, the Parties’
11 proposed Settlement Agreement is fair, reasonable, adequate, and within the range
12 of possible final approval considering the possible damages at issue and defenses to
13 overcome. The Court also finds that the Settlement Agreement: (a) is the result of
14 extensive, serious, informed, non-collusive, and arm’s length negotiations involving
15 experienced counsel familiar with the legal and factual issues of this case; (b) meets
16 all applicable requirements of law, including Rule 23(e) of the Federal Rules of Civil
17 Procedure and the Class Action Fairness Act (“CAFA”), 28 U.S.C. §1715; (c) is likely
18 to be certified as a class for settlement purposes pursuant to Rule 23 of the Federal
19 Rules of Civil Procedure; and (d) has no obvious deficiencies. Therefore, the Court
20 grants preliminary approval of the Settlement Agreement, including the terms and
21 conditions for settlement and dismissal as set forth therein.
22
23
24

25 4. Settlement Class. The Settlement Class consists of any Participating
26 Public Agency, including state and local governments, school boards, institutions of
27 higher education, and non-profit organizations, that entered into Local Agreements
28

1 with Cintas for products or services that “piggybacked” onto the Harford County
2 Master Agreement or the Prince William County Master Agreement from April 1,
3 2012 through the date of this Order granting preliminary approval of the Settlement.

4 5. Class Representative. The Court appoints Plaintiff City of Laurel,
5 Mississippi as Class Representative.

6 6. Class Counsel. The Court appoints Warren Burns, Korey Nelson,
7 Amanda Klevorn, and Natalie Earles of Burns Charest LLP as Class Counsel.

8 7. Settlement Administrator. The Court hereby approves Angeion Group,
9 LLC to act as Settlement Administrator. Angeion Group, LLC shall be required to
10 perform all the duties of the Settlement Administrator as set forth in the Agreement
11 and this Order.

12 8. Class Notice. The Court finds that the content, format, and method of
13 disseminating Class Notice as set forth in the Settlement Agreement and documents
14 in support of Plaintiff’s Motion is appropriate notice. Accordingly, the Court hereby
15 approves such Class Notice and directs that such notice be disseminated in the
16 manner set forth in the Settlement Agreement under Rule 23.

17 9. Objection and Opt-Out Deadline. Class Members who wish either to
18 object to the Settlement or to exclude themselves from the Settlement must do so by
19 the Objection and Opt-Out Deadline of _____, 2024 both of which are the last
20 day of the Claim Period.

21 10. Exclusion from Settlement Class. Any Class Member who desires to be
22 excluded from the Settlement Class must give written notice of the election to Opt-
23 Out on or before the Opt-Out Deadline specified in the Preliminary Approval Order,
24

Wallace & Millar
510 W Plumb Ln., Reno, Nevada / (775) 683-9599

1 mailed to the Settlement Administrator. Opt-Out requests must: (i) be personally
2 signed by the Class Member who is requesting exclusion; (ii) include the full name,
3 address, phone number(s), and email(s) of the Class Member requesting exclusion;
4 and (iii) include the following statement: "I/We request to be excluded from the
5 Settlement Class and Settlement in the City of Laurel Action." No Opt-Out request
6 will be valid unless all of the information described above is included. Further, no
7 request for exclusion may be made on behalf of a group of Class Members. So-called
8 "mass" or "class" opt-outs shall not be allowed and shall be deemed invalid.
9

10 11. All Class Members who submit a timely, valid request for exclusion will
11 be excluded from the Settlement Class and will not be bound by the terms of the
12 Settlement Agreement or any determinations or judgments concerning the
13 Settlement Agreement. All Class Members who do not submit a valid request for
14 exclusion by _____, 2024 in accordance with the terms set forth in the
15 Agreement and Class Notice will be bound by all determinations and judgments
16 concerning the Agreement.
17
18

19 12. Objections to the Settlement. Any Settlement Class Member may object
20 to the settlement. Settlement Class Members who wish to object to the settlement
21 must make a written statement objecting to the Settlement and serve the Objection
22 by the Objection Deadline on Class Counsel, Defendant's Counsel, and the Settlement
23 Administrator.
24

25 13. To be effective, any Objection must contain all the following information:
26 (i) a reference at the beginning to the Action; (ii) the objector's full name, address,
27 telephone number, and email address; (iii) the Objection must state whether it
28

Wallace & Millar
510 W Plumb Ln., Reno, Nevada / (775) 683-9599

1 applies only to the objector, to a specific subset of the class, or to the entire class, and
2 also state with specificity the grounds for the Objection; (iv) copies of any papers,
3 briefs, or other documents upon which the Objection is based; (v) a list of all persons
4 who will be called to testify in support of the Objection; (vi) a statement of whether
5 the objector intends to appear at the Final Approval Hearing, and, if the objector
6 intends to appear at the Final Approval Hearing through counsel, the Objection must
7 also state the identity of all attorneys representing the objector who will appear at
8 the Final Approval Hearing, and all such attorneys representing the objector must
9 enter an appearance concurrently with serving the Objection, whether or not the
10 objector's counsel will appear at the Final Approval Hearing or whether or not
11 admitted in Nevada; (vii) a statement of its membership in the Settlement Class,
12 including all information required by the Claim Form; (viii) a detailed list of any other
13 Objections and any orders pertaining to the prior objections pertaining to the objector
14 or its Counsel submitted or entered in any court, whether state or federal, in the
15 United States in the previous five (5) years, or, if the Settlement Class Member or its
16 counsel has not objected to any other class action settlement in any court in the
17 United States in the previous five (5) years, he, she, or it shall affirmatively state so
18 in the written materials provided in connection with the Objection to this Settlement.
19
20
21

22 14. Any Settlement Class Member who fails to timely file and serve a
23 written Objection containing all of the information listed above in the previous
24 paragraphs, including notice of its intent to appear at the Final Approval Hearing,
25 shall not be permitted to object to the Settlement and shall be foreclosed from seeking
26
27
28

1 any review of the Settlement or the terms of the Settlement Agreement by any means,
2 including but not limited to an appeal.

3 15. All Settlement Class Members will be bound by all determinations and
4 judgments in this Action.

5 16. Submission of Claims. To participate in the Settlement, Class Members
6 must follow the directions in the Settlement Agreement and Class Notice and submit
7 a Valid Claim with the Claims Administrator by the Claim Deadline of _____,
8 202_, which is sixty (60) days after the Claim Period commences. Class Members who
9 do not submit a claim and those who do not submit Valid Claims will not receive a
10 cash payment, but they will be bound by the Settlement.

11 17. "Valid Claim" means a Claim Form submitted by a Class Member that
12 is: (a) submitted in accordance with the directions accompanying the Claim Form and
13 the provisions of the Settlement; (b) accurately, fully, and truthfully completed, and
14 executed by a Class Member, with all of the information requested in the Claim Form;
15 (c) signed by the Class Member personally or by a Person with legal authority to sign
16 for and bind a member of the Settlement Class, subject to the penalty of perjury; (d)
17 returned by the Claim Deadline; and (e) determined to be valid by the Settlement
18 Administrator.

19 18. The Settlement Administrator shall review all claims to determine their
20 validity and shall employ customary procedures to screen claims for fraud. The
21 Settlement Administrator shall reject Claim Forms that fail to comply with the
22 instructions in the Notice Plan or the terms of the Agreement.
23
24
25
26
27
28

19. Schedule of Future Events. The Court adopts the Plaintiff's proposed schedule of events as set forth below:

Date	Event
Deadline for the Settlement Administrator to complete distribution of notice to the Settlement Class (the "Notice Date") ¹	Thirty (30) days after entry of the Preliminary Approval Order
Deadline for Plaintiff and Class Counsel to file motion for final approval and motion for attorneys' fees, expenses, and service awards ²	Fifteen (15) days before the Final Approval Hearing
Opt-out and Objection Deadline ³	The last day of the Claim Period
Deadline for Parties to file responses to any objection filed by a Class Member	Seven (7) days before the Final Approval Hearing
Deadline for the Settlement Administrator to certify to the Court compliance with the Notice Plan ⁴	Twenty-one (21) days before the Final Approval Hearing
Claim Deadline ⁵	Sixty (60) days after the Claim Period commences
Final Approval Hearing ⁶	Ninety (90) days after entry of the Preliminary Approval Order, or as soon thereafter as is convenient for the Court

20. Final Approval Hearing. A Final Approval Hearing is scheduled for _____, 202_ at _____ for the Court to determine whether the proposed settlement of the Action, pursuant to the terms and conditions provided in the Settlement Agreement, is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; whether to certify the Settlement Class under Federal Rule of Civil Procedure 23; whether the Final Approval Order and Judgment should be entered; to determine any amount of fees, costs, and expenses that should be awarded to Class Counsel; and to determine the amount of any Service

¹ See Settlement Agreement, Ex. A ¶ 6.5.

² See *id.* ¶ 4.10.

³ See *id.* ¶¶ 10.1.2, 10.2.2.

⁴ See *id.* ¶ 6.7.

⁵ See *id.* ¶ 2.10.

⁶ See *id.* ¶ 4.8.

Wallace & Millar
510 W Plumb Ln., Reno, Nevada / (775) 683-9599

1 Award to Plaintiff. The Court reserves the right to adjourn the date of the Final
2 Approval Hearing without further notice to Class Members, and the Court retains
3 jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement. The Court may approve the Settlement with such modifications
5 as may be agreed to by the settling parties, if appropriate, without further notice to
6 the Settlement Class.
7

8 21. Stay of Proceedings. On September 20, 2024, the Court granted the
9 Parties' joint request to stay all non-settlement proceedings in the Action, pending
10 finalization and execution of a long form settlement agreement. *See* ECF No. 112. All
11 proceedings in this Action are stayed until further ordered by this Court, except as
12 may be necessary to implement the Settlement or comply with the terms of the
13 Settlement Agreement. Pending final determination of whether the proposed
14 Settlement should be approved, neither Plaintiff nor any Class Member, directly or
15 indirectly, representatively, or in any other capacity, shall commence or prosecute
16 against Cintas any action, or proceeding in any court or tribunal asserting any of the
17 Released Claims.
18
19

20 22. If the Settlement is not approved or consummated for any reason
21 whatsoever, the Settlement and all proceedings in connection with the Settlement
22 will be without prejudice to the right of Cintas or the Class Representative to assert
23 any right or position that could have been asserted if the Agreement had never been
24 reached or proposed to the Court, except insofar as the Agreement expressly provides
25 to the contrary. In such an event, the certification of the Class will be deemed vacated.
26
27
28

23. No Admission of Liability. By entering this Order, the Court does not make any determination as to the merits of this case. Preliminary approval of the Settlement Agreement is not a finding of admission or liability by Cintas. Furthermore, the Agreement and any and all negotiations, documents, and discussions associated with it will not be deemed or constructed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by Cintas or any Class Member, or the truth of any of the claims in this Action.

24. Retention of Jurisdiction. The Court retains jurisdiction over the Action to consider all further matters arising out of, or connected to, the Settlement Agreement and the settlement process as described herein and/or permitted under applicable law.

25. The Court may approve the Settlement with such modifications as may be agreed by the Parties and approved by the Court, if appropriate, without further notice to the class.

IT IS SO ORDERED.

Dated this _____, 2024.

Honorable Anne R. Traum
United States District Judge