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Via Email and First Class Mail Postage Prepaid

Lindy Brown
Associate General Counsel
The University of Mississippi
P.O. Box 1848
209 Lyceum
University, Mississippi 38677-1848
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Madalyn Dudley
2002 Oxford Way, Apt. 4105
Oxford, Mississippi 38655
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Re: Notice that Aramark Educational Services, LLC (“Aramark”) Intends to Seek a Protective Order In Response to the Public Records Request by Madalyn Dudley for a Copy of the Third Amended and Restated Contract for Food Services Between Aramark and The University of Mississippi (the “University”)

Dear Ms. Brown:

Our firm represents Aramark in reference to the public records request made by Madalyn Dudley on September 15, 2022 to the University, in which Ms. Dudley seeks disclosure of the Third Amended Contract for Food Services between the University and Aramark (the “Contract”). This letter constitutes notice by Aramark that: (a) it believes certain information contained within the Contract constitutes Aramark’s confidential commercial, financial, proprietary, and trade secret information exempt from public disclosure under the Public Records Act as provided in Miss. Code Ann. § 25-61-9 and the Mississippi Uniform Trade Secrets Act, Miss. Code Ann. §§ 79-23-1, *et seq.*; and (b) Aramark intends to seek a protective order in the chancery court preventing the disclosure of the exempt information unless Ms. Dudley indicates she is willing to accept a copy of the Contract with the exempt information redacted as responsive to her public records request.

Specifically, the following information in the Contract constitutes Aramark's confidential, commercial, financial, proprietary, and trade secret information which is exempt from disclosure under the Public Records Act:

- (a) amounts of Annual Repair, Maintenance and Replacement Funding in Section 11.2 of the Contract;
- (b) amounts of Aramark's financial commitments to the University in Sections 15.1 and 15.3 of the Contract;
- (c) amount of Annual Brand Refresh Expenditure in Section 15.4 of the Contract;
- (d) amount of Aramark's extension unrestricted grant to the University and amount of each installment payment in Section 15.6 of the Contract;
- (e) amounts of other funding providing by Aramark to the University including food insecurity funding, sustainability funding, and in-kind catering funding under Sections 15.7, 15.8 and 15.9 of the Contract;
- (f) amount of additional financial support provided by Aramark to the University under Section 16.5 of the Contract; and
- (g) amounts of commissions paid by Aramark to the University under Section 17.2 of the Contract.

Aramark competes with other food service providers for food service contracts with higher education institutions across the country. The financial incentives Aramark agrees to provide a higher education institution in a food service contract is highly confidential competitive information, and the public disclosure of such information would cause Aramark substantial harm. Disclosure of this information would reveal Aramark's business plans and strategies for seeking a business arrangement specifically with the University, but also with higher educational institutions in general, as well as for retaining business over a period of time. Consequently, unless Ms. Dudley agrees to accept a copy of the Contract with the above-described information redacted as responsive to her public records request, Aramark will be filing a petition for protective order with the chancery court to prevent the disclosure of such information.

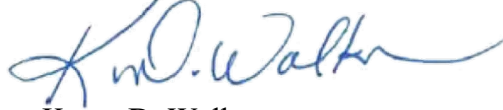
Aramark does not believe the Contract is a "procurement contract" for purposes of Miss. Code. Ann. § 25-61-9(7) because it is not one where the University purchases commodities or services. Rather, the University's students, faculty, and guests purchase meals and the University receives a commission as well as other financial benefits and programs from Aramark in exchange for providing Aramark the opportunity to provide campus dining and certain catering services at the University. Additionally, the financial terms of the Contract do not include payments from state funds. Instead, payment received by the University from students, faculty, and guests are

passed through to Aramark and Aramark remits a commission to the University and provides the University with other financial commitments and Aramark-funded programs.

Nonetheless, in an abundance of caution, Aramark is providing this notice to Ms. Dudley prior to Aramark filing its Petition for Protective Order. In addition, Aramark requests that the University post this letter today on the Mississippi procurement portal.¹

Sincerely yours,

HOLLAND & KNIGHT LLP



Karen D. Walker

KDW

cc: Lynn Patton Thompson, Esq., Mississippi local counsel for Aramark (*via e-mail* lthompson@bislawyers.com)
Stephanie McMullen, Paralegal, Office of General Counsel, The University of Mississippi (*via e-mail* ssmcmull@olemiss.edu; publicrecords@olemiss.edu)

¹ Aramark is not aware of any authority it has to post information on the Mississippi procurement portal.