

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Michael Manzo v. Southside Pizza, Inc., et al. (LASC Case No. 20STCV48870)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Lawsuit”) against defendants Southside Pizza, Inc. and Prima Pizza, Inc. (collectively, “Defendants”) for alleged wage and hour violations. The Lawsuit was filed by former Southside Pizza, Inc. employee, Michael Manzo (“Plaintiff”), and seeks payment of unpaid minimum wages, overtime wages, meal and rest break premium payments for missed breaks, reimbursement of business expenses, along with final wage payments, liquidated damages, restitution, injunctive relief, civil and statutory penalties, attorneys’ fees and costs, and prejudgment interest, for a class of individuals who are or previously were employed by one more Defendants in the State of California who were classified as hourly, non-exempt employees during the period of December 23, 2016 through December 31, 2022 (“Class Period”);

The proposed Settlement is a Class Settlement requiring Defendants to fund Individual Settlement Payments.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Settlement Share is estimated to be <<estAmount >> and your individual PAGA Payment (if applicable) is estimated to be <<PAGA_Amount>>. The Individual Settlement Share is subject to reduction for employment taxes and withholding with respect to the wage portion of the Individual Settlement Share.** The actual amount you receive may be different and will depend on a number of factors.

The above estimate is based on Defendants’ records showing that:

- **During the Class Period, from December 23, 2016 through December 31, 2022, you were employed by Defendants as an hourly, non-exempt employee in California for [] Workweeks.**
- **During the PAGA Period, from October 19, 2019 through December 31, 2022, you worked for Defendants as an Aggrieved Employee for [] Pay Periods.**

If you believe that you worked more Workweeks and/or Pay Periods during the relevant time period(s), you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and

requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendant(s) during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants.

Notwithstanding the above, **irrespective of whether or not you request exclusion from the Settlement**, qualifying Class Members employed during the PAGA Period shall receive his or her share of the PAGA Payment allocation as part of the Individual Settlement Payment.

**Defendants will not retaliate against you for any actions
you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Settlement Class Members' Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Settlement Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class

	Counsel and Plaintiff reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Settlement Payment depends on how many Workweeks/Pay Periods you worked during the Class Period. The number Class Period Workweeks you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former hourly, non-exempt employee of Defendants. The Lawsuit accuses Defendants Southside Pizza, Inc. and Prima Pizza, Inc. of violating California's Labor Code and Business & Professions Code by failing to pay for: (1) unpaid minimum wages; (2) unpaid overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to maintain and provide accurate itemized wage statements; (6) failure to pay wages timely during employment and upon termination; (7) failure to reimburse business expenses; (8) violation of unfair competition law; and (9) violation of the Private Attorneys General Act of 2004 ("PAGA"). Plaintiff is represented by attorneys in the Lawsuit: CounselOne, P.C. ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired the experienced, private mediator and retired judge, the Hon. Lisa R. Cole (Ret.) of Signature Resolution, in an effort to resolve the Lawsuit by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. After a full-day mediation session, plus subsequent continued settlement discussion, the negotiations were successful. By signing a lengthy written settlement agreement

("Settlement Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Settlement Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$1,200,000 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Class Representative Service Award, Class Counsel's Attorney's Fees and Costs, the Settlement Administrator's Expenses, and PAGA Payment. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 15 days after the Final Approval Order entered by the Court become final. The Final Approval Order will be final on the date the Court enters it, or a later date if Settlement Class Members object to the proposed Settlement or the Final Approval Order is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$400,000 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation costs. To date, Class Counsel have worked and incurred expenses on the Lawsuit without payment.
- B. Up to \$8,000 as a Class Representative Service Award for filing the Lawsuit, working with Class Counsel, representing the Class, and executing a broader general release. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment.
- C. Up to \$25,000 to the Administrator for services administering the Settlement.
- D. \$120,000 shall be the PAGA Payment designated towards penalties pursuant to California Labor Code section 2698 *et seq.*, of which the LWDA will be paid in the amount of \$90,000 (75% of the PAGA Payment) and \$30,000 (25% of the PAGA Payment) shall remain available for distribution on a *pro rata* Pay Periods basis to all PAGA Group Members.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Settlement Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Settlement Payments to Settlement Class Members based on their Class Period Workweeks and to Aggrieved Employees based on their PAGA Period Pay Periods.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Settlement Share to taxable wages (“Wage Portion”) and 80% of each Individual Settlement Share will be considered interest and penalties (equal split, *i.e.*, 40% interest and 40% penalties) (“Non-Wage Portion”). If applicable, any individual PAGA payment is allocated entirely as Non-Wage Portion penalties. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Settlement payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Individual Settlement Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies:

- ☒ will be deposited with the California Controller's Unclaimed Property Fund in your name; or
- ☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“cy pres”).

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from and signed by the Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, mailing address, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-

Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Final Approval Order. It is also possible the Court will enter a Final Approval Order that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, [REDACTED] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Release of Settlement Class Members’ Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff and all Class Members who did not submit valid requests for exclusion from the Settlement, for the period from December 23, 2016, and ending on December 31, 2022, will release and forever discharge Defendants Southside Pizza, Inc. and Prima Pizza, Inc., as well as their current and former agents, officers, employees, directors, owners, subsidiaries, affiliates, parent companies, insurers, and attorneys (again, the “Released Parties”), from the Settlement Class Members’ Released Claims during the Class Period. The Settlement Class Members’ Released Claims include all claims pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period, including, but not limited to claims under California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.3, 226.7, 350, 351, 510, 512, 558(a), 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and California Business and Professions Code section 17200, *et seq.* that could have been premised on the claims pled or legal theories of relief pled in the operative complaint, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period. The time period of this release is the Class Period (again, “Settlement Class Members’ Released Claims.”)

10. Release of PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fully fund all employer payroll taxes owed on the wage portion of the Individual Settlement Payments, notwithstanding the foregoing, all Class Members who are also Aggrieved Employees, whether or not they submit a request for exclusion from the Settlement, employed by Defendants during the PAGA Period (again, “PAGA Group Members”) will receive a PAGA payment and will no longer be able to allege claims for PAGA penalties pled or could have been plead based on the factual allegations contained in the operative complaint and PAGA Letters sent by Plaintiff that occurred during the PAGA Period that stated violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.3, 350, 351, 510, 512, 558(a), 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as to the Aggrieved Employees and expressly excluding all other claims, including claims for

vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period (again, "Released PAGA Claims.")

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Shares. The Administrator will calculate Individual Settlement Shares by: (a) summing all Settlement Class Members' individual workweeks to determine the "Total Workweeks" during the Class Period; (b) dividing the Net Settlement Amount by the Total Workweeks to yield the Workweeks Value"; and (c) multiply the individual Settlement Class Member's respective individual Workweeks by the Workweeks Value.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$30,000 by the total number of Pay Periods worked by all Aggrieved Employees (also known as PAGA Group Members) during the PAGA Period; and (b) multiplying that result by the number of Pay Periods worked by the individual Aggrieved Employee/PAGA Group Member.

3. Individual Settlement Payments. The net payment of each Settlement Class Member's Individual Settlement Share (after reduction of Employee Taxes) and individual PAGA payment (if applicable) is referred to as his or her Individual Settlement Payment.

4. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. If the Parties and the Administrator do not reach agreement, the Court will make the final determination as to how many Workweeks and/or Pay Periods should be credited.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Share and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Lawsuit as “*Manzo v. Southside Pizza, Inc., et al.* Case No. 20STCV48870,” and include your identifying information (full name, address, and telephone number) for verification purposes. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED].

A Settlement Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Be sure to personally sign your objection, make sure you identify the Lawsuit as “*Manzo v. Southside Pizza, Inc., et al.* Case No. 20STCV48870,” and include your identifying information (full name, address, and telephone number) for verification purposes. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the

Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, the Administrator, and allocated as part of the PAGA Payment. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the case number for the Lawsuit, Case No. 20STCV48870. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Anthony J. Orshansky, Esq.

anthony@counselonengroup.com

Jennifer L. Connor, Esq.

jennifer@counselonengroup.com

COUNSELONE, P.C.

9301 Wilshire Boulevard, Suite 650

Beverly Hills, California 90210

Telephone: (310) 277-9945

Facsimile: (424) 277-3727

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void:

- ☒ you should consult the Unclaimed Property Fund [redacted] for instructions on how to retrieve the funds; or
- ☐ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.