

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiff Keyvan Riazatikesheh (“Plaintiff”), on behalf of himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendants First Class Pizza Woodbury, Inc. and Angela Sustacek (“Defendants”), on the other (Plaintiff and Defendants are collectively referred herein as the “Parties,” and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *KEYVAN RIAZATIKESHEH v. FIRST CLASS PIZZA WOODBURY, INC., and DOES 1 through 50, inclusive* (the “Action”), pending before the Superior Court of the State of California for the County of Orange (the “Court”), No. 30-2021-01218670-CU-OE-CXC.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiff on August 30, 2021 in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of Orange.
- E. “Covered Period” means the period of time from April 24, 2020 through March 27, 2024.
- F. “Defendants” means the named defendants in this Action, First Class Pizza Woodbury, Inc., and Angela Sustacek.
- G. “Effective Date” means the date upon entry of an Order by the Court approving the Settlement Agreement.
- H. “Defendant’s Counsel” means Michael A. Lanphere of Lanphere Law Group, P.C.
- I. “LWDA” means the California Labor and Workforce Development Agency.
- J. “LWDA Payment” means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- K. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution: (i) as Settlement Shares to the PAGA Settlement Group Members and (ii) as the LWDA Payment after deduction for (i) Plaintiff’s

Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses.

- L. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- M. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit A to this Agreement.
- N. "PAGA Released Claims" means any and all claims under California statutes and regulations, including the Labor Code, Industrial Welfare Commission Order, Code of Civil Procedure, Business & Professions Code, and PAGA that are pled in Plaintiff's Complaint, or which could have been pled under the PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the Covered Period.
- O. "PAGA Settlement Group Members" means, based upon Plaintiff's analysis of time and payroll records produced by Defendant, the allotted one hundred forty-six (146) current and former non-exempt hourly paid employees of Defendant in California at any time during the Covered Period.
- P. "Plaintiff" means the plaintiff in the Action, Keyvan Riazatikesheh.
- Q. "Plaintiff's Counsel" means Kevin Mahoney, Esq.; Berkeh Alemzadeh, Esq.; and George Singer, Esq.; of Mahoney Law Group, APC.
- R. "Plaintiff's Counsel Fees and Expenses Payment" means the percentage of the Total Settlement Amount to be paid to Plaintiff's Counsel as attorney fees and the amount to be paid for documented costs reasonably incurred by Plaintiff in the Action.
- S. "Released Parties" means Defendants and any present and former parents, subsidiaries, owners, members, and their respective shareholders, officers, directors, employees, representatives, insurers, attorneys, and agents, and any other heirs, successors or assigns.
- T. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties fines, interest, injuries, compensation, judgments, orders, attorney fees, costs, and liabilities alleged in, arising from, or related to the Action.
- U. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The Parties have agreed to propose Phoenix Class Action Administrator to serve in this capacity.
- V. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.

- W. “Total Settlement Amount” means the total amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is one hundred seventeen thousand dollars (\$117,000.00). The Total Settlement Amount will cover (i) all Settlement Shares payable to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiff’s Counsel Fees and Expenses Payment, and (v) the Settlement Administrator’s fees and expenses.

II. FACTUAL BACKGROUND

- A. On June 3, 2021, Plaintiff served a letter to the LWDA and Defendant, First Class Pizza Woodbury, Inc., in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and 2698 *et seq.*, and the Industrial Welfare Commission Wage Orders for alleged failures to properly pay employees all wages owed (including minimum wage and overtime), provide meal and rest periods or premium pay for missed meal or rest periods, provide accurate itemized wage statements and maintain accurate payroll records, provide all wages owed to employees at the time of separation from employment, and pay necessary business expenses. The LWDA declined to investigate the alleged violations, and Plaintiff initiated this Action.
- B. On August 30, 2021, Plaintiff commenced this Action as a PAGA action.
- C. In the Action, Plaintiff seeks penalties under PAGA on behalf of himself and the PAGA Settlement Group Members for the alleged violations of California law as alleged in the LWDA letter (above) and the Complaint.
- D. On March 27, 2024, the Parties participated in a mediation presided over by Mark LeHocky, Esq. Prior to mediation, the Parties exchanged formal and informal discovery. Defendant supplied Plaintiff with employee and payroll data, which Plaintiff’s Counsel reviewed and analyzed. The Parties reached a settlement at the mediation.
- E. During the Mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action, and agreed to the other matters covered by this Agreement.
- F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that any of the claims in the Action have any merit or that Defendant has any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed

to be an admission by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, any or all of the PAGA Settlement Group Members, or any other person. Defendants specifically disclaims any such liability or wrongdoing. Defendants deny each and all of the allegations in the LWDA letter (above) and the Action and specifically deny that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of any liability.

- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is one hundred seventeen thousand dollars (\$117,000.00). The Total Settlement Amount will cover (i) all Settlement Shares payable to the PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. Plaintiff has calculated based on discovery to Defendant and Defendant's records that there were one hundred forty-six PAGA Settlement Group Members. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed.
- C. **Net Settlement Amount.** The Parties agree that, subject to court approval, the Net Settlement Amount shall be the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to the PAGA Settlement Group Members and the LWDA Payment after deduction for (i) Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses.
- D. **Payment to Plaintiff's Counsel.** Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of fifty five thousand two hundred twenty-four dollars and fifty-eight cents (\$55, 224.58), which include (\$39,000.00) for attorneys' fees (one-third of the Total Settlement Amount), and documented costs reasonably incurred in this Action of exactly sixteen thousand two hundred twenty-four dollars and fifty-eight cents (\$16, 224.58). The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.
- E. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as documented to and approved by the Court, and not to exceed three thousand five hundred dollars (\$3,500.00), except for a showing of good cause and as approved by the Court. To the extent that the administration expenses are less or the Court approves payment less than three thousand five hundred dollars (\$3,500.00), the Administrator will retain the remainder in the Net Settlement Amount.
- F. **Payments to LWDA.** The Settlement Administrator shall pay to the LWDA seventy-five percent (75%) of the Net Settlement Amount.

- G. **Settlement Share to PAGA Settlement Group Members.** The Settlement Administrator shall pay to the PAGA Settlement Group Members as a whole twenty-five percent (25%) of the Net Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the number of weeks worked for Defendant during the Covered Period. No taxes shall be deducted by Defendant or the Settlement Administrator from the Settlement Shares paid to PAGA Settlement Group Members and a Form 1099 will be issued to each Settlement Group Member for said Member's Settlement Share because the Action sought civil penalties. Each PAGA Settlement Group Member shall be solely and legally responsible for payment of any and all taxes on said Member's Settlement Share. If any Settlement Share check is not timely cashed by a Settlement Group Member, that share will be sent to the California State Controllers' Office Unclaimed Property Fund in the name of the PAGA Settlement Group Member.
- H. **Appointment of Settlement Administrator.** The Parties have agreed to propose Phoenix Class Settlement Administrator as an acceptable Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Payments to the Settlement Administrator from the Total Settlement Amount.
- I. **Procedure for Approving Settlement.**
1. **Motion for an Order Approving the Settlement.**
- a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiff filing a Motion for an Order Approving the Settlement Agreement (the "Motion").
- b. Pursuant to PAGA, on the date the Parties file the Motion, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by **Exhibit A** to this Agreement, enclosing this

Agreement. Plaintiff intends and believes that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.

c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the motion, and submit a proposed order granting the motion.

d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached, the Settlement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of a lesser amount than sought for Plaintiff's Counsel's Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude said Member from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that an Aggrieved Employee's recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.K.1.

3. **Notice to PAGA Settlement Group Members.** After the Court enters its order granting the Motion, every PAGA Settlement Group Member will be provided with the Notice and a check for their Settlement Share.

a. Within fourteen (14) days after the Court Order is signed, approving the Settlement, Defendant will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and number of Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to Plaintiff's Counsel any third parties. If any or all of the PAGA Settlement Group Members' data are unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct its data prior to when it must be submitted to the Settlement Administrator.

b. Within ten business (10) days after receiving the PAGA Settlement Group Members' data from Defendant's Counsel counsel, the Settlement Administrator will send a Notice and a check for their Settlement Share to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendant's counsel,

unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.

c. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days from receipt of the returned packet, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendant's counsel to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

4. **Timing of Settlement Payments.** Within fourteen (14) calendar days after the Court Order is signed approving the Settlement, the Settlement Administrator will provide Defendants with wire transfer information. Within fourteen (14) calendar days after the Settlement Administrator provides Defendants with wire transfer information, Defendants will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within seven (7) calendar days thereafter, the Settlement Administrator will make the following payments from the Total Settlement Amount: the LWDA Payment paid to the LWDA; Plaintiff's Counsel Fees and Expenses Payment paid to Plaintiff's Counsel; and the Settlement Administrator's fees and expenses.
5. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive and cash said Member's Settlement Share payment or check within 180 calendar days after it is mailed to that Member. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at that Member's correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within 120 days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or

postcard informing that Member that unless the check is cashed within the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for that Member's Settlement Share within 180 days after it is mailed to that Member, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in said Settlement Group Member's name.

J. Release and Waiver of Claims.

1. **PAGA Settlement Group Members.** As of the date the Gross Settlement Amount becomes fully funded, Plaintiff, acting on behalf of the State of California, and all PAGA Settlement Group Members release Defendants and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff's notice letter to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims"). No release in this agreement effects Plaintiff's or any PAGA Settlement Group Members' claims or standing to pursue claim not explicitly listed in this Agreement.

- K. No Effect on Other Benefits.** The payment to PAGA Settlement Group Members, including Plaintiff, will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

- L. Confidentiality Preceding Approval.** Prior to filing of the Motion for Approval of PAGA Settlement, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Settlement Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Defendants may rescind the Settlement, rendering it null and void. Plaintiff further agrees that he will instruct his attorneys not to disclose the terms of this Agreement other than as necessary in connection with the motion to approve the Settlement. This section does not bar Plaintiff's counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA. Following the filing of the Motion for Approval of PAGA Settlement, Plaintiff and Plaintiff Counsel will not issue any press or other media releases or have any communication with the press or media or anyone else (other

than financial advisors, retained experts, the LWDA and vendors related to settlement administration), regarding the Settlement or any of its terms.

M. Miscellaneous Terms.

1. No Admission of Liability.

- a. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, or that it has any liability to anyone under any or all of the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims and avoiding further litigation. Nothing in this Agreement is intended or will be construed as an admission of any liability or wrongdoing by Defendant, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and

inducements expressly stated in this Agreement and its exhibits. No other prior or contemporaneous written or oral agreements regarding the subject of this Agreement may be deemed part of this Agreement or be binding on the Parties in any way.

3. **Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or the settlement conference judge, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this agreement and will not be liable for any party's breach of any of the terms of this agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the heirs, successors and assigns of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Settlement Group Members:

Kevin Mahoney
kmahoney@mahoney-law.net
Berkeh Alemzadeh
balem@mahoney-law.net
George B. Singer
gsinger@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

To Defendants:

Michael A. Lanphere, Esq.
LANPHERE LAW GROUP, P.C.
400 N. Tustin Ave., Suite 225
Santa Ana, CA 92705
Telephone: 714-667-6100
E-mail: mlanphere@LLG-Law.net

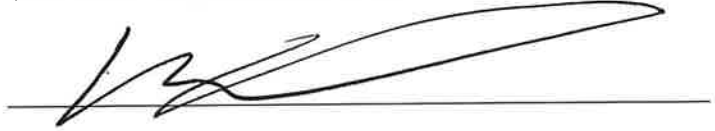
11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts when combined will be deemed to be one and the same instrument; provided, however, that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile and electronic signatures will be accepted and treated the same as original signatures. Executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: ~~August~~ ^{Nov} 26, 2024

KEYVAN RIAZATIKESHEH



Dated: August __, 2024

FIRST CLASS PIZZA WOODBURY. INC.

By: _____
NAME:

Dated: August __, 2024

ANGELA SUSTACEK

Dated: October ____, 2024 MAHONEY LAW GROUP, APC

Dated: October ____, 2024

LANPHERE LAW GROUP, P.C.

EXHIBIT A

[NOTICE OF APPROVAL OF SETTLEMENT]

KEYVAN RIAZATIKESHEH v. FIRST CLASS PIZZA WOODBURY, INC.

Superior Court of the State of California, County of Orange

Case No.: 230-2021-01218670-CU-OE-CXC

PHOENIX SETTLEMENT ADMINISTRATORS

P.O. Box

Telephone:

«Barcode» «BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice and a check made payable to you as a result of lawsuits brought on a representative basis under the California Private Attorneys General Act, Labor Code §§ 2698 et seq. (“PAGA”) by Plaintiff Keyvan Riazatikesheh (“Plaintiff”) against Defendants First Class Pizza Woodbury, Inc. and Angela Sustacek (“Defendant”) (the “Action”). Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of individuals who allegedly were not paid all wages owed (including minimum wage and overtime), provide meal and rest periods or premium pay for missed meal or rest periods, provide accurate itemized wage statements and maintain accurate payroll records, provide all wages owed to employees at the time of separation from employment, and pay necessary business expenses, from April 24, 2020, to March 27, 2024, (the “PAGA Period”), who were classified by Defendant as “non-exempt” employees in California (the “Aggrieved Employees”). You are not a party to the Action, but you and the government will be bound by the judgment in this matter as to civil penalties.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiff and/or the Aggrieved Employees, and asserts that it has fully complied with all applicable Labor Codes and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims. The settlement resolves all PAGA claims as pleaded in Plaintiff’s Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff’s notice letter to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et

seq., the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims"), and including the PAGA penalty claims described in the PAGA letter of Plaintiff's dated June 3, 2021. By Order dated [REDACTED], the Superior Court of California for the County of Orange approved the settlement of the Action and the above release of PAGA claims.

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation, which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check, which you are receiving in your capacity as an Aggrieved Employee in connection with the settlement of the PAGA claim for civil penalties, shall remain valid for one hundred eighty (180) days after mailing (the "Settlement Payment"). Checks remaining un-cashed for more than one hundred eighty (180) days after issuance will become void and the funds will be paid to the California Labor & Workplace Development Agency.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Settlement Payment. Neither Plaintiff nor Defendant has made or will make any representations or warranties regarding the taxation of your Settlement Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Settlement Payment. If you have any questions, you may call or write to Phoenix Settlement Administrators (the Settlement Administrator) using the contact information at the top of this correspondence.