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Attorney for Plaintiff JUAN ALVAREZ MARQUEZ,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JUAN ALVAREZ MARQUEZ, individually and on behalf of others similarly situated,	)	CASE NO.: 30-2023-01324104-CU-OE-CXC
	)	CLASS ACTION
Plaintiff,	)	Assigned For All Purposes To:
	)	Judge: Hon. Melissa R. McCormick
vs.	)	Dept.: CX104
	)	
PIROZZI ENTERPRISES, LLC;	)	SETTLEMENT AGREEMENT
CHEF ALESSANDRO PIROZZI, INC.; and	)	
DOES 1 through 50,	)	
	)	
Defendants.	)	Complaint Filed: May 9, 2023

1 This Settlement Agreement (“Agreement”) is made by and between Plaintiff Juan Alvarez
2 Marquez (“Plaintiff”) and Defendants Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.
3 (“Defendants”) (collectively the “Parties”) with regard the claims asserted against the Defendants
4 in a civil action titled *Juan Alvarez Marquez, individually and on behalf of others similarly*
5 *situated, vs. Pirozzi Enterprises, LLC, Chef Alessandro Pirozzi, Inc., and Does 1-50*, Orange
6 County Superior Court, Case No. 30-2023-01324104-CU-OE-CXC (the “Action”).

7 **I. THE SETTLEMENT**

8 Subject to Court approval pursuant to Rule 3.769 of the California Rules of Court and
9 Labor Code § 2699(1)(2), Plaintiff and Defendants have agreed to a settlement intended to fully
10 resolve all disputes between Plaintiff and Defendants in the Action based upon the terms and
11 conditions set forth in this Agreement including, but not limited to, Defendants paying a total sum
12 of \$60,000.00 (Sixty Thousand Dollars and Zero Cents) to establish a non-reversionary Settlement
13 Fund to pay for claims of the Class Members who do not opt out of the settlement, civil penalties
14 under the Labor Code Private Attorneys General Act (“PAGA”), Enhancement Award to Plaintiff,
15 the Settlement Administrator’s fee and expenses, and reasonable attorneys’ fees and costs
16 reimbursement to Class Counsel, in exchange for the releases provided herein.

17 A summary of the terms of the settlement (“Settlement”) is as follows:

18 • For purposes of this Settlement, Defendants stipulate to certification of a Class
19 defined as “any and all persons who have been employed by Pirozzi Enterprises, LLC and/or Chef
20 Alessandro Pirozzi, Inc. as non-exempt employees in California at any time during the Class
21 Period, from May 9, 2019 to September 30, 2023.” There are a total of approximately 171 Class
22 Members, and they worked a total of 4,838 Workweeks during the Class Period.

23 • Class Members need not submit a claim to be paid under the Settlement. Upon the
24 Court granting final approval of the Settlement, and after the Defendants have fully funded the
25 Settlement Fund amount, the Settlement Administrator will mail settlement checks to Class
26 Members who do not opt out of the Settlement.

27 • Out of the Settlement Fund, a sum of \$5,000.00 (Five Thousand Dollars and Zero
28 Cents) shall be allocated as payment for civil penalties under PAGA, 75% of which (\$3,750.00)

1 shall be paid to the Labor and Workforce Development Agency (“LWDA”), and the remaining
2 25% (\$1,250.00) shall be paid to Aggrieved Employees, proportionally based on the number of
3 Pay Periods they worked during the PAGA Period (from May 9, 2022 to September 30, 2023),
4 regardless of whether or not they otherwise opt out of the Class.

5 • Out of the Settlement Fund, a sum of \$3,500.00 (Three Thousand Five Hundred
6 Dollars and Zero Cents) will be paid to Plaintiff, as Enhancement Award for his services to the
7 Class and taking the risks of bringing the Action as a class action, which has resulted in benefits to
8 the Class Members.

9 • Out of the Settlement Fund, a sum of \$6,000.00 (Six Thousand Dollars and Zero
10 Cents Cents) will be paid to the Settlement Administrator for its fee and costs for administering
11 this Settlement. The Parties have agreed to hire Phoenix Class Action Administration Solutions,
12 an experienced class action administrator, to serve as the Settlement Administrator.

13 • Out of the Settlement Fund, a sum of \$18,000.00 (Eighteen Thousand Dollars and
14 Zero Cents), which is 30% (Thirty Percent) of the Settlement Fund, will be paid to Class Counsel
15 in reasonable attorney’s fees for services he has performed in this Action and anticipated to be
16 performed in connection with seeking approval, monitoring the implementation of this Settlement,
17 and doing other work relating to these proceedings in this Action.

18 • Out of the Settlement Fund, a sum not to exceed \$7,000.00 (Seven Thousand
19 Dollars and Zero Cents) will be paid to Class Counsel for reimbursement of costs and other
20 expenses incurred and reasonably anticipated to be incurred in this Action relating to claims
21 against the Defendants and this settlement.

22 • After deducting the Settlement Administrator’s fee and costs, payments for
23 settlement of PAGA claims, Enhancement Award to Plaintiff, and Class Counsel’s reasonable
24 attorneys’ fees and reimbursement of costs from the Settlement Fund, the Net Settlement Amount,
25 estimated at approximately \$20,500.00 (Twenty Thousand Five Hundred Dollars and Zero Cents),
26 will be allocated Class Members proportionally based on their respective Workweeks during the
27 Class Period. Amounts allocated to Class Members who opt out of the Class shall be re-allocated
28 to Class Members who do not opt out of the Class proportionally based on their respective shares

of the Net Settlement Fund.

- Payments to the Class Members shall be attributed as 1/3 wages, 1/3 interest, and 1/3 penalties. Payments to Aggrieved Employees shall be attributed as penalties.

- Any settlement checks that are not cashed after 180 (One Hundred Eighty) calendar days of issuance will be cancelled, and the money shall be transmitted to the California State Controller's Office, to be placed in its Unclaimed Property funds.

II. DEFINITIONS

Unless otherwise defined herein, all of the capitalized terms used in this Agreement shall have the meanings set forth below:

1. "Aggrieved Employees" means those Class Members who were employed by Defendants Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. during the PAGA Period. There are a total of 93 Aggrieved Employees were employed by Defendants a total of 1,632 Pay Periods.

2. "Class" or "Class Members" means any and all persons who have been employed by Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. as non-exempt employees in California at any time during the Class Period. There are a total of approximately 171 Class Members.

3. "Class Counsel" or "Plaintiff's Counsel" means:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF, APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

4. "Class Period" is from May 9, 2019 to September 30, 2023.

5. "Counsel for Defendants means:

Majid Foroozandeh
William Caldwell
LAW OFFICES OF FOROOZANDEH, APC
23461 South Pointe Drive, Suite 385
Laguna Hills, CA 92653
Phone: (949) 336-8505
Fax: (208) 485-5959

6. "Effective Date" means the later of the time when: (i) the final approval Order is entered, if there is no objection to the Settlement, and Defendants have fully paid the amounts due

1 under this Settlement; (ii) the final approval Order is entered, if there is one or more objections to
2 the Settlement but all objections have been withdrawn before the final approval Order is entered,
3 and Defendants have fully paid the amounts due under this Settlement; or (iii) the final approval
4 Order becomes final and no longer subject to appeal, if there is one or more objections that have
5 not been withdrawn when the final approval Order is entered, and Defendants have fully paid the
6 amounts due under this Settlement.

7 7. “Enhancement Award” means the payment to Plaintiff for his services to the Class
8 for bringing the Action as a class action, performing work and assisting Class Counsel in
9 connection with the prosecution of the Action for the benefit of the Class Members. The
10 Enhancement Award payment is in addition to whatever payment Plaintiff is otherwise entitled to
11 as a Class Member and/or as an Aggrieved Employee. Subject to Court approval, Defendants
12 have agreed to pay an Enhancement Award in the amount of \$3,500.00 (Three Thousand Five
13 Hundred Dollars and Zero Cents) to Plaintiff, to be paid out of the Settlement Fund.

14 8. “Final Approval Date” means the date that the Court grants final approval of this
15 Settlement.

16 9. “Net Settlement Amount” means the total amount of money available under the
17 terms of this Agreement for payment to the Class Members who do not opt out of the Settlement.
18 The estimated amount of the Net Settlement Amount is \$20,500.00 (Twenty Thousand Five
19 Hundred Dollars and Zero Cents), which is determined as follows: \$60,000.00 Settlement Fund
20 minus \$5,000.00 PAGA Penalties (75% of which will be paid to the LWDA and 25% to be paid to
21 Aggrieved Employees), minus \$3,500.00 Enhancement Award to Plaintiff, minus \$6,000.00
22 Settlement Administrator’s fee and costs, minus \$18,000.00 reasonable attorneys’ fees to Class
23 Counsel, and minus \$7,000.00 reimbursement of costs and expenses incurred by Class Counsel.

24 10. “Notice Packet” refers to Notice of Class and PAGA Settlement, Opt Out Form,
25 and Objection Form, collectively attached hereto as Exhibit A. The Notice Packet shall be
26 translated into Spanish and mailed in English and Spanish to the Class Members.

27 11. “Opt Out Period” refers to that 60 (Sixty) calendar day period of time following the
28 date the Settlement Administrator mails the Notice Packet, or remailing of Notice Packet for

1 returned mails, to Class Members, within which any Class Members who wish to be excluded
2 from the Settlement may submit a request to be excluded (“opt out”) from the Settlement by
3 following the procedure set forth in this Agreement and the Notice of Class Settlement.

4 12. “PAGA Period” is from May 9, 2022 to September 30, 2023.

5 13. “Pay Period(s)” means the bi-weekly payroll period(s) during which Aggrieved
6 Employee was employed by each or both Defendants during the PAGA Period.

7 14. “Preliminary Approval Date” means the date that the Court grants preliminary
8 approval of this Settlement.

9 15. “Released Claims” means any and all claims asserted in the operative First
10 Amended Complaint (filed July 17, 2023) arising during the Class Period and PAGA Period based
11 on the facts alleged therein, including claims for alleged failure to pay at least the minimum wage
12 for all hours worked, failure to provide meal periods, failure to provide rest periods, and failure to
13 provide accurate wage statements, in alleged violations of California Labor Code sections 200,
14 203, 226, 226.7, 510, 1182.12, 1194, and 1197, and the applicable provisions of Wage Order 4.
15 The Released Claims also include the derivative claims restitution under Business and Professions
16 Code section 17200, *et seq.*, and for civil penalties under Labor Code Private Attorneys General
17 Act (“PAGA”), Labor Code section 2698, *et seq.* arising during the PAGA Period, based on the
18 alleged Labor Code violations.

19 16. “Released Parties” means Defendants Pirozzi Enterprises, LLC and Chef
20 Alessandro Pirozzi, Inc., and each of its predecessors in interest, successors in interest,
21 shareholders, directors, officers, managers, employees, and agents.

22 17. “Settlement Agreement” or “Settlement” or “Agreement” means the terms and
23 conditions set forth in this Settlement Agreement, which is subject to approval of the Court,
24 pursuant to Rule 3.769 of the California Rules of Court and Labor Code § 2699(l).

25 18. “Settlement Fund” means the sum of \$60,000.00 (Sixty Thousand Dollars and Zero
26 Cents) that Defendants agree to pay under the terms of this Agreement. No portion of the
27 Settlement Fund amount shall revert back to Defendants. In addition to the Settlement Fund
28 amount, Defendants shall pay the employer’s portion of payroll taxes on the portion of the

1 settlement payments to Class Members that is attributed as wages under the Settlement.

2 19. "Workweek(s)" means the seven calendar days of the payroll cycle during which
3 Class Members were employed by Defendants within the Class Period.

4 **III. PROCEDURAL BACKGROUND**

5 1. Defendants own and operate two restaurants in Laguna Beach. Plaintiff was
6 employed by Defendant as a non-exempt employee.

7 2. On May 9, 2023, Plaintiff filed a class action complaint against Defendants,
8 alleging claims for (1) failure to pay minimum wage, (2) failure to provide meal periods, (3)
9 failure to provide rest periods, (4) failure to provide accurate wage statements, and (5) violation of
10 Business and Professions Code § 17200.

11 3. On July 17, 2023, Plaintiff filed the operative First Amended Complaint, adding
12 claims for civil penalties under PAGA.

13 4. On August 4, 2023, Defendants filed an Answer to the First Amended Complaint.

14 5. Shortly after the commencement of the Action, Counsel for the respective parties
15 engaged in numerous and extensive discussions regarding the factual and legal issues involved in
16 the Action, their respective views on the strengths and weaknesses of the claims and defenses, and,
17 more importantly, Defendants' precarious financial conditions.

18 6. Counsel for Defendants provided information that the restaurant business
19 Defendants are in never recovered from the Covid pandemic, and the rising costs in materials and
20 labor shortage have put significant strains on Defendants' ability to operate as going concerns.
21 Moreover, Defendants had recently lost approximately \$700,000 (Seven Hundred Thousand
22 Dollars) in credit card sales that Defendants have been unable to collect from their credit card
23 payment processing provider.

24 7. After extensive discussions among counsel for the respective Parties, the Parties
25 eventually reached the terms of a settlement to fully resolve all claims Plaintiff has asserted
26 against the Defendants in this Action.

27 8. Plaintiff and Class Counsel recognize the expense and length of continued
28 proceedings necessary to litigate their disputes through trial and through any possible appeals.

1 Plaintiff and Class Counsel have also taken into account the uncertainty and inherent risks of the
2 outcome of further litigation, the complexities and uncertain merits of their claims and defenses,
3 the collection risks, and the delays inherent in further litigation. Plaintiff and Class Counsel have
4 also taken into account Defendants' agreement to enter into the Settlement that confers substantial
5 benefits to the Class Members. Therefore, Plaintiff and Class Counsel have concluded that the
6 Settlement set forth in this Agreement is a fair, adequate and a reasonable Settlement, and is in the
7 best interests of the Class.

8 9. Defendants have concluded that any further defense of this litigation would be
9 protracted and expensive for all Parties, and may force Defendants into filing for bankruptcy
10 protection. Defendants have also taken into account the significant risks of further litigation in
11 reaching its decision. Defendants have, therefore, agreed to settle in the manner and upon the
12 terms set forth in this Agreement.

13 **IV. THIS SETTLEMENT IS SUBJECT TO COURT APPROVAL**

14 This Agreement is conditioned on and contemplates: (i) entry of an Order granting
15 preliminary approval of the Settlement, and (ii) entry of an Order granting final approval of the
16 Settlement and entry of Judgment approving the Settlement with retention of jurisdiction for
17 enforcing the terms of the Settlement.

18 **V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

19 **A. Preliminary Approval Of Settlement**

20 As soon as practicable, Plaintiffs shall submit this Agreement to the Court for review and
21 its preliminary approval. Such submission shall include such motions, pleadings and evidence as
22 may be required for the Court to determine that the terms of settlement set forth in this Agreement
23 are fair, adequate and reasonable, as required by Rule 3.769 of the California Rules of Court.

24 **B. Settlement Administrator**

25 The Parties have agreed to hire Phoenix Class Action Administration Solutions, a third-
26 party settlement administrator, to administer this Settlement. The Settlement Administrator's fee
27 and expenses are capped at \$6,000.00 (Six Thousand Dollars and Zero Cents), to be paid out the
28 Settlement Fund. A copy of the Notice Packet, the operative First Amended Complaint, the

1 PAGA Notice, the orders granting preliminary and final approval of the Settlement, and other
2 documents as required by the Parties or the Court, shall be posted on the website of the Settlement
3 Administrator for at least 180 days.

4 **C. Notice of Settlement**

5 1. As soon as practicable, but no later than 14 (Fourteen) calendar days after
6 the Court grants preliminary approval of the Settlement, Defendants shall provide the Class Data
7 to the Settlement Administrator. The Class Data shall include the following information for each
8 Class Member: the name, last-known home address, last-known home or cell phone number,
9 Social Security number, the number of Workweeks of the Class Member during the Class Period,
10 and the number of Pay Periods of the Aggrieved Employees during the PAGA Period. In addition,
11 Defendants shall provide the Settlement Administrator with tax withholding information and any
12 other or further information the Settlement Administrator may reasonably need to implement the
13 Settlement.

14 2. As soon as practicable, but no later than 14 (Fourteen) calendar days after
15 receiving the database from Defendants, the Settlement Administrator shall print a Notice Packet,
16 in English and Spanish, and shall mail it to each of the Class Members by U.S. First Class Mail.
17 Prior to the mailing, the Settlement Administrator shall run the Class Members' addresses through
18 a National Change Of Addresses ("NCOA") service, to obtain the most updated address
19 information, and mail the Notice Packet to the most current addresses available. The Settlement
20 Administrator shall also perform a reasonable search for new addresses for any Class Members
21 whose mailings were returned by the Post Office as undeliverable, and promptly re-mail the
22 Notice Packet to any such Class Members.

23 3. The Notice of Settlement shall inform the Class Members of their right to
24 opt out of the Settlement or to object to the Settlement.

25 4. The Notice of Settlement provided to each Class Member shall set forth the
26 individualized estimated amount the Class Member will receive under the Settlement if the Class
27 Member does not opt out of the Settlement, as well as the estimated amount of PAGA settlement
28

1 allocated to him/her as a Settlement Aggrieved Employee, which will be mailed to him/her
2 whether or not he/she opts out of the Settlement.

3 **D. Exclusion (Opt-Outs)**

4 1. Any Class Member who wishes to be excluded from this Settlement must
5 mail to the Settlement Administrator a completed and signed Opt Out Form, which shall be
6 included in the Notice Packet, or a separate written statement expressing his/her desire to be
7 excluded (or opt out) from the Settlement, which must be postmarked no later than 60 (sixty)
8 calendar days after the mailing date of the Notice Packet. Any such written request for exclusion
9 must be submitted during the Opt Out Period and include the name (and former names, if any),
10 signature, current address, telephone number, and shall recite the following language (verbatim) or
11 other words to the same effect:

12 I wish to opt out of the settlement of this case, *Marquez v. Pirozzi Enterprises, LLC*
13 *and Chef Alessandro Pirozzi, Inc.*, Orange County Superior Court, Case No. 30-
2023-01324104-CU-OE-CXC.

14 2. Any Class Member who submits a valid and timely request for exclusion
15 from this Settlement shall be barred from participating in this Settlement, shall be barred from
16 objecting to this Settlement, shall receive no benefit from this Settlement (except for the portions
17 of PAGA settlement allocated to him/her), and shall not be bound by the terms of this Agreement.

18 3. The Settlement Administrator shall give notice to Class Counsel and
19 Counsel for Defendants of the name and number of Class Members who submit a timely request
20 for exclusion no later than 14 (Fourteen) calendar days after the close of the Opt-Out Period.

21 **E. Cooperation**

22 The Parties will cooperate reasonably and in good faith for the purpose of achieving
23 occurrence of the conditions and accomplishing the terms set forth in this Agreement, including
24 without limitation, timely filing all motions, papers and evidence necessary to do so.

25 **F. Declaration of Compliance**

26 As soon as practicable, but no later than 14 (Fourteen) calendar days following the close of
27 the Opt Out Period, the Settlement Administrator shall provide Class Counsel and Counsel for
28 Defendants with a declaration attesting to completion of the notice process set forth in this

1 Agreement, including an explanation of efforts to resend undeliverable notices returned with
2 forwarding addresses, the number of opt outs, and other information relevant to settlement
3 administration, which declarations shall be filed with the Court by Class Counsel along with their
4 papers requesting final approval of the Settlement.

5 **G. Sufficient Notice**

6 Compliance with the procedures described in this Agreement shall constitute due and
7 sufficient notice to Class Members of this Settlement and the Final Fairness and Approval
8 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of the
9 named Plaintiffs, Class Counsel, Defendants, or Counsel for Defendants to provide notice of the
10 Settlement and the Final Fairness and Approval Hearing.

11 **H. Disputes and Objections to Settlement**

12 1. Deadline for Disputes or Objections

13 Any Class Member wishing to dispute the number of Workweeks or Pay Periods stated in
14 his/her Notice of Settlement, or object to the approval of this settlement shall mail a written
15 dispute or objection to the Settlement Administrator within 60 (Sixty) calendar days from the date
16 of mailing of the Notice Packet. The Settlement Administrator shall promptly forward a copy of
17 any and all disputes and objections to Class Counsel and Counsel for Defendants. Class Counsel
18 shall file any such disputes and objections. The Settlement Administrator shall make the initial
19 decision regarding claim disputes, subject to review and approval by the Court.

20 Any Class Member who submits an objection shall retain the right to receive his/her share
21 under the Settlement.

22 2. Responses to Objections

23 Class Counsel and/or Counsel for Defendants shall file any responses to any written
24 objections submitted to the Court in accordance with this Agreement at least five (5) court days
25 before the Final Fairness and Approval Hearing.

26 **I. Final Fairness and Approval Hearing**

27 On the date set forth for the Final Fairness and Approval Hearing in the Order granting
28 preliminary approval of the Settlement, which shall be approximately 120 (one hundred twenty)

1 calendar days after the Court grants preliminary approval of this Agreement, a Final Fairness and
2 Approval Hearing shall be held before the Court in order to consider and determine whether:
3 (i) the Court should give this Agreement final approval; (ii) Class Counsel's application for
4 attorneys' fees and reimbursement of expenses they have incurred should be granted; (iii)
5 application for Enhancement Awards for Plaintiffs; and (iv) any timely objections made and all
6 responses by Class Counsel and Counsel for Defendant to such objections have any merit.

7 This Agreement is contingent upon approval by the Court. If the Court does not grant
8 preliminary or final approval, the Parties shall be restored to their positions prior to the execution
9 of this Agreement without waiver of any rights, remedies or defenses.

10 **J. Allocation of Net Settlement Amount**

11 1. Subject to Court approval, a sum of \$5,000.00 (Five Thousand Dollars and
12 Zero Cents) of the Settlement Fund shall be allocated as payment for civil penalties under PAGA,
13 75% of which (i.e. \$3,750.00) shall be paid to the LWDA, and the balance of 25% (i.e., \$1,250.00)
14 shall be allocated to Aggrieved Employees proportionally based on their respective Pay Periods
15 during the PAGA Period.

16 2. The Net Settlement Fund shall be allocated to the Class Members
17 proportionally based on their respective Workweeks during the Class Period.

18 3. For purposes of this Settlement, payment to the Class Members under this
19 Settlement shall be attributed as follows: 1/3 wages, 1/3 interest, and 1/3 penalties. The
20 employee's portion of payroll taxes on the portion of settlement payments attributed as wages
21 shall be paid out of the Net Settlement Fund, and the employer's portion shall be paid separately
22 by Defendants.

23 **K. Enhancement Award to Plaintiff**

24 Subject to Court approval, Defendants have agreed to pay as a part of the Settlement Fund,
25 and will not oppose application for, an Enhancement Award in the amount of \$3,500.00 (Three
26 Thousand Five Hundred Dollars and Zero Cents) to Plaintiff, for services he rendered that have
27 resulted in substantial benefits to the Class. The Enhancement Award payment is in addition to
28

1 whatever payment Plaintiff is otherwise entitled to as a Class Member and as an Aggrieved
2 Employee.

3 **L. Payment Of Class Counsel Attorneys' Fees And Costs.**

4 1. Subject to Court approval, Defendants have agreed to pay as a part of the
5 Settlement Fund, and will not oppose Class Counsel's application for, an award of attorneys' fees
6 in the amount of \$18,000.00 (Eighteen Thousand Dollars and Zero Cents), which represents 30%
7 (Thirty Percent) of the Settlement Fund, and reimbursement of costs and expenses incurred in an
8 amount not to exceed \$7,000.00 (Seven Thousand Dollars and Zero Cents), to be paid out of the
9 Settlement Fund.

10 2. Except as provided herein, each of the Parties and Class Members shall bear
11 his, her or its own attorneys' fees and costs in connection with this Action.

12 **M. Time for Funding**

13 Defendants shall fund the Settlement Fund in six monthly installment payments of
14 \$10,000.00 (Ten Thousand Dollars and Zero Cents) each, with the first payment due within seven
15 (7) calendar days after the Court grants final approval of the Settlement. In addition, Defendants
16 shall include in the final payment the employer's portion of payroll taxes on the portion of
17 settlement payments attributed as wages. All payments shall be made to the Settlement
18 Administrator for the benefit of this Settlement Agreement.

19 As soon as practicable and no later than 10 (Ten) calendar days after the Settlement Fund
20 is fully funded, the Settlement Administrator shall mail settlement checks to the Class Members
21 and Aggrieved Employees as provided under this Settlement. The Settlement Administrator shall
22 perform reasonable search ("skip tracing") for any returned checks, and remail the checks to any
23 new addresses found.

24 **N. Uncashed Checks**

25 Subject to Court approval or otherwise ordered by the Court, any settlement checks that are
26 not cashed after 180 (One Hundred Eighty) calendar days of issuance will be cancelled, and the
27 money shall be transmitted to the California State Controller's Office, to be placed in its
28 Unclaimed Property funds.

1 **VI. LIMITATIONS ON USE OF THIS SETTLEMENT**

2 **A. No Admission of Liability.**

3 Neither the acceptance nor the performance by Defendants of the terms of this Agreement
4 nor any of the related negotiations or proceedings leading to settlement of the Action, including
5 approval of this Agreement by the Court, is or shall be claimed to be, construed as, or deemed a
6 precedent or an admission by Defendants of the truth of any allegations and claims made in the
7 Action by Plaintiffs.

8 **B. Circular 230 Disclaimer**

9 Each Party to this Stipulation (for purposes of this section, the “Acknowledging Party”;
10 and each party to this Stipulation other than the Acknowledging Party, an “Other Party”)
11 acknowledges and agrees that (1) no provision of this Stipulation, and no written communication
12 or disclosure between or among the Parties or their attorneys and other advisers, is or was intended
13 to be, nor shall any such communication or disclosure constitute or be construed or be relied upon
14 as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his or its own,
16 independent legal and tax advisers for advice (including tax advice) in connection with this
17 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any Other
18 Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any
19 communication or disclosure by any attorney or advisor to any Other Party to avoid any tax
20 penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any
21 Other Party has imposed any limitation that protects the confidentiality of any such attorney’s or
22 adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
23 by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any
24 transaction contemplated by this Stipulation.

25 **C. Non-Evidentiary Use If No Approval; Continuing Jurisdiction of Court and**
26 **Evidentiary Use.**

27 If the Court for any reason does not approve this Settlement, neither this Agreement nor
28 any of its terms, nor any documents, communications, statements or conduct in the negotiation or

1 drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any
2 individual who requested to be excluded from the Class), Defendants, or their respective counsel,
3 in the Action or any other lawsuit or arbitration.

4 Provided the Court approves this Settlement, the Parties stipulate the Court shall continue
5 to have jurisdiction over this matter to enforce this settlement pursuant to Code of Civil Procedure
6 section 664.6, and this Agreement may be used in any action or proceeding to interpret or to
7 enforce the Settlement, this Agreement or in any action or proceeding related to the Released
8 Claims. In the event of any legal action or proceeding related to, arising out of, or to enforce this
9 Agreement, the prevailing party shall be entitled to recover its, her or his actual attorneys' fees and
10 costs incurred in connection therewith.

11 **D. Nullification.**

12 1. If the Court for any reason does not approve this Settlement, this Agreement
13 shall be considered null and void, and all Parties shall stand in the same position, without
14 prejudice or waiver of any rights, remedies or defenses, as if this Agreement had been neither
15 entered into nor filed with the Court.

16 **VII. RELEASE**

17 As of the Effective Date, and except as to such rights or claims as may be created by this
18 Settlement Agreement, Plaintiffs and any and all Class Members who do not opt out of the
19 Settlement are deemed to have fully released and discharged the Released Parties from all
20 Released Claims.

21 **VIII. MISCELLANEOUS PROVISIONS**

22 **A. Warranty.**

23 Plaintiffs, Class Counsel, and Defendants represent and warrant that each of them has
24 authority to enter into this Agreement, and that by doing so they are not in breach or violation of
25 any agreement with any third parties. The Parties and their counsel further agree that the Action
26 shall be stayed in all respects except with respect to implementing and processing the Settlement,
27 and for the purposes of filing Motions for Preliminary Approval and Final Approval.

28 ///

1 **B. Amendments.**

2 The terms and provisions of this Agreement may be amended only by a written agreement
3 which is both: (1) signed by Plaintiffs, Class Counsel, Defendants, and Counsel for Defendants;
4 and (2) approved by the Court.

5 **C. No Inducements.**

6 Plaintiffs and Defendants acknowledge that they are entering into this Agreement as a free
7 and voluntary act, without duress or undue pressure or influence of any kind or nature whatsoever,
8 and that neither Plaintiffs nor Defendants, and each of them, have relied on any promises,
9 representations or warranties regarding the subject matter hereof other than as set forth in this
10 Agreement.

11 **D. No Prior Assignment.**

12 The Parties represent, covenant, and warrant that they have not directly or indirectly,
13 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
14 entity any portion of any liability, claim, demand, action, cause of action or rights herein released
15 and discharged except as set forth herein.

16 **E. Counterparts.**

17 This Agreement, and any amendments hereto, may be executed in any number of
18 counterparts, each of which when executed and delivered shall be deemed to be an original and all
19 of which taken together shall constitute but one and the same instrument.

20 **F. Successors.**

21 This Settlement Agreement shall be binding upon and inure to the benefit of the settling
22 Parties hereto and their respective heirs, executors, administrators, successors and assigns, and
23 upon any corporation, partnership or other entity into or with which any settling Party hereto may
24 merge, combine or consolidate. As used in the preceding sentence and elsewhere throughout this
25 Settlement Agreement, "including" shall mean including without limitation.

26 **G. Governing Law.**

27 This Settlement Agreement shall be governed by and construed, enforced, and administered
28 in accordance with the laws of the State of California, without regard for the law of the State

1 regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in
2 conjunction with the proceedings relating to or arising out of this Settlement Agreement shall be
3 construed and enforced under, and all issues relating to the preclusive effect of such orders or
4 judgments shall be determined by, the laws of the State of California relating to the construction,
5 enforcement, and preclusive effect of orders and judgments entered by state courts.

6 **H. Regulation.**

7 In the event that any provision in this Settlement Agreement shall be affected by any rule,
8 regulation, ordinance, order, directive, or statute by any unit of government, whether state, federal,
9 or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take
10 precedence over any such provision of this Settlement Agreement to the contrary, and any such
11 offending provisions shall be deemed severable, and in no event shall Defendant be in violation of
12 this Settlement Agreement nor shall this Settlement Agreement be in any way affected should
13 Defendant take any action or change any of their business practices to comply with such state,
14 federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the
15 future.

16 **I. Headings.**

17 The headings contained in this Settlement Agreement are for convenience and reference
18 purposes only, and shall not be given weight in its construction.

19 **J. Integration.**

20 This Agreement contains the entire agreement between the Parties concerning the subject
21 matter thereof, and supersedes all prior agreements, understandings, commitments, and practices
22 between the Parties thereto. No oral modifications, express or implied, may alter or vary the terms
23 of this Agreement.

24 **AGREED,**

25 Dated: January 18, 2024

PLAINTIFF:



Juan Alvarez Marquez

27 ///

28 ///

1 Dated: January 01/18/2024

DEFENDANT:

PIROZZI ENTERPRISES, LLC

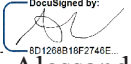
By: 
8D1268B16F2746E
Alessandro Pirozzi

Its: President and Authorized Representative

5 Dated: January 01/18/2024

DEFENDANT:

CHEF ALESSANDRO PIROZZI, INC.

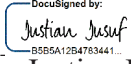
By: 
8D1268B16F2746E
Alessandro Pirozzi

Its: President and Authorized Representative

9 **APPROVED AS TO FORM:**

10 Dated: January 17, 2024

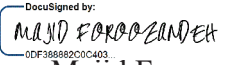
LAW OFFICE OF JUSTIAN JUSUF, APC

By: 
B5B5A12B4783441
Justian Jusuf

Attorney for Plaintiff Juan Alvarez Marquez,
individually and on behalf of others similarly situated

14 Dated: January 17, 2024

LAW OFFICES OF FOROOZANDEH, APC

By: 
0DF36882C0C403
Majid Foroozandeh
William Caldwell

Attorneys for Defendants Pirozzi Enterprises, LLC and
Chef Alessandro Pirozzi, Inc.

Exhibit A

NOTICE OF PAGA AND CLASS SETTLEMENT AND FAIRNESS HEARING

Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.
Orange County Superior Court, Case No. 30-2023-01324104-CU-OE-CXC

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

TO: ALL PERSONS WHO HAVE BEEN EMPLOYED BY PIROZZI ENTERPRISES, LLC AND/OR CHEF ALESSANDRO PIROZZI, INC. AS NON-EXEMPT EMPLOYEES IN CALIFORNIA AT ANY TIME FROM MAY 9, 2019 TO SEPTEMBER 30, 2023 ("CLASS PERIOD") ("CLASS MEMBERS")

A court authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully. Your rights may be affected.

- A former employee ("Plaintiff") has sued Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc. ("Defendants"), alleging that Defendants failed to pay employees at least the minimum wage for all hours worked, failed to provide meal periods, failed to provide rest periods, and failed to provide accurate wage statements. Plaintiff also seeks civil penalties under the Labor Code Private Attorneys General Act ("PAGA").
- Defendants have denied any wrongdoing or liability, but Plaintiff and Defendants have agreed to a settlement to resolve the alleged class claims and PAGA claims, and the Court has granted preliminary approval of the settlement.
- The Court has certified a Class for purposes of the Settlement, but has not ruled on the merits of Plaintiff's claims or Defendants' defenses.
- You received this Notice because you are a member of the Class according to Defendants' records.
- Under the Settlement, you will receive approximately \$_____ in settlement of civil penalties under PAGA. This amount will be mailed to you whether or not you opt out of the Class Settlement.
- If you do not opt out of the Class Settlement, a sum of approximately \$_____ will be mailed to you upon the Court granting final approval of the settlement.
- The amounts listed above are based on Defendants' records of the number of Workweeks you worked as a non-exempt employee in California during the Class Period (from May 9, 2019 to September 30, 2023) and Pay Periods you worked during the PAGA Period (from May 9, 2022 to September 30, 2023). Defendants' records show that you worked: ____ Workweeks during the Class Period, and worked _____ Pay Periods during the PAGA Period.
- Upon the Court granting final approval and entering a judgment approving the settlement, the notice of judgment will be available at the Settlement Administrator's website: _____. A copy of the Notice Packet, the operative First Amended Complaint, the PAGA Notice, and other documents are also available on the Settlement Administrator's website.

YOUR RIGHTS UNDER THE SETTLEMENT

Do Nothing	Stay as Class Member. Receive money under the Settlement. Give up right to sue separately. By doing nothing, a settlement check will be mailed to you upon the Court granting final approval of the Settlement, but you give up any rights to sue Defendants separately for the claims being released under the Settlement.
Opt Out	Get out of this Settlement. Receive no money under the Settlement. Keep rights to sue separately. By excluding yourself (opting out) from the Class, you give up the right to

	receive money under the Settlement, but keep any rights to sue Defendants separately for the claims being released under the Settlement.
Object	If you feel any of the terms of the Settlement are unfair, you may object to the Settlement following the procedure described in this Notice. You have a right to appear through your own attorney.

- Any questions after you read this Notice? Contact the Settlement Administrator at (XXX) XXX-XXXX or attorneys for the Class at (818) 609-0807 or (714) 274-9815.

The Superior Court of California for the County of Orange has granted preliminary approval to a class action settlement (the “Settlement”) in the above-captioned action (“Action”).

The Court has conditionally certified the following Class for settlement purposes only: “Any and all persons who have been employed by Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. as non-exempt employees in California at any time during the Class Period, from May 9, 2019 to September 30, 2023.”

2. DESCRIPTION OF THE LAWSUIT

Plaintiff has brought this lawsuit as a class action. In a class action, one or more persons bring claims in a lawsuit on behalf of themselves and others who are in a similar situation or have similar possible claims against one or more defendants. The Plaintiff in this case has made claims on behalf of all current and former non-exempt, non-exempt employees of Defendants in California at any time during the Class Period, from May 9, 2019 to September 30, 2023. In the lawsuit, Plaintiff alleges that Defendants failed to pay non-exempt employees at least the minimum wage for all hours worked, failed to provide meal breaks, failed to provide rest breaks, and failed to provide accurate wage statements. Plaintiff also alleges that Defendants violated the Unfair Competition Law, Business and Professions Code section 17200, *et seq.* In addition, Plaintiff also seeks civil penalties under the PAGA. Based on those allegations, Plaintiff seeks class damages for unpaid wages, restitution, statutory damages, civil penalties, and other relief.

Defendants deny Plaintiff’s claims and deny any wrongdoing or liability. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses, and the parties have agreed to the Settlement.

Plaintiff and Class Counsel believe the Settlement is fair and in the best interest of the Class and for these reasons are seeking final approval of the Settlement. The attorneys for the employees (“Class Counsel”) in this lawsuit are:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

The attorneys for Defendants are:

Majid Foroozandeh
William Caldwell
LAW OFFICES OF FOROOZANDEH, APC
23461 South Pointe Drive, Suite 385
Laguna Hills, CA 92653
Phone: (949) 336-8505
Fax: (208) 485-5959

B. SUMMARY OF PROPOSED SETTLEMENT TERMS.

The following is a summary of the Settlement terms. The specific and complete terms of the Settlement

are stated in the Settlement Agreement, which has been preliminarily approved by the Court. A full copy of the Settlement Agreement, as well as other public documents filed in this case, can be inspected during business hours in the Office of the Court Clerk, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701. For a small fee, the documents are also available at the Orange County Superior Court website:

<https://www.occourts.org/online-services/case-access/>

Subject to the Court's final approval, the terms of the proposed Settlement are as follows:

1. Settlement Fund: Defendants will pay a total of \$60,000 (Sixty Thousand Dollars) to establish a Settlement Fund, to pay Class Members who do not opt out of the Settlement, civil penalties under PAGA, Enhancement Award to Plaintiff, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses. The employees' and employers' portions of payroll taxes on the portion of settlement payments attributed as wages will also be paid out of the Settlement Fund.

2. Settlement Formula and Distribution.

A sum of \$5,000 from the Settlement Fund is attributed as settlement of claims for civil penalties under PAGA. 75% (\$3,750) of this amount will be paid to the Labor and Workforce Development Agency, and 25% (\$1,250) of the amount will be paid to those non-exempt who were employed by Defendants at any time during the PAGA Period (from May 9, 2022 to September 30, 2023). If you are eligible for this payment, the amount you will receive for this portion of the settlement is shown on the first page of this notice.

After deducting the \$5,000 PAGA settlement amount, the Enhancement Award to Plaintiff, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses, the remaining amount ("Net Settlement Fund") will be allocated to Class Members proportionally based on their respective Workweeks during the Class Period (from May 9, 2019 to September 30, 2023). The amount you will receive upon the Court granting final approval of the Settlement, if you do not opt out of the Settlement, is shown on the first page of this notice.

You do not need to do anything to receive your share under the Settlement. Upon the Court granting final approval of the Settlement, a settlement check for the PAGA portion will be mailed to you, regardless of whether or not you opt out of the Settlement. And if you do not opt out of the Settlement, the settlement check to you will also include the non-PAGA portion.

The approximate amounts of your share under the Settlement are shown on the first page of this Notice. The amounts were calculated based on Defendants' records of the number of Workweeks worked by you and other Class Members. If you disagree with the number of your Workweeks stated on this Notice, please write to the Settlement Administrator and state the number of Workweeks during the Class Period in which you worked for Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. as a non-exempt employee in California during the Class Period and PAGA Period, and attach any and all documents that support your claim (such as pay stubs, cancelled checks, etc.). To dispute the number of your Workweeks, you must mail your challenge and supporting documents to the Settlement Administrator within 60 days of the mailing of this Notice to you. Based on the mailing date of _____, 2024 any disputes must be mailed on or before _____, 2024. Please be advised that the number of Workweeks stated on page one of this Notice is presumed to be correct unless the documents you timely submit prove otherwise.

For purposes of tax reporting under the Settlement, payments made to you under this Settlement will be deemed one-third wages, one-third interest, and one-third penalties. Nothing in this Notice or the Settlement Agreement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

3. Subject to the Court's final approval, the following amounts will be deducted from the total Settlement Fund prior to calculation of the Net Settlement Fund: (a) \$5,000 (Five Thousand Dollars) in settlement of PAGA claims, (b) Class Counsel will seek an award of attorneys' fees for their services in these Actions in the amount of \$18,000 (Eighteen Thousand Dollars), which is 30% of the Settlement Fund, and reimbursement of costs and expenses they have incurred in this Actions in an amount not to exceed \$7,000 (Seven Thousand Dollars); (c) Class Counsel will ask the Court for an Enhancement Award of \$3,500 (Three

Thousand Five Hundred Dollars) for Plaintiff/Class Representative to compensate for the time and risk undertaken in bringing this Action as a class action; and (c) payment to the Settlement Administrator for its costs and fees in administering the Settlement and payout process, in the amount of \$6,000 (Six Thousand Dollars).

4. Release. If you do not wish to be part of this Settlement or wish to bring your own lawsuit against Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. for the Released Claims (as defined below), you need to timely request to be excluded (“opt out”) from the Settlement using the procedure described in this Notice. If you do not effectively opt out of the Settlement, and on final Court approval of the Settlement, you will fully release all Released Claims (as described below):

“Released Claims” means any and all claims asserted against Defendants Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc. in the operative First Amended Complaint (filed July 17, 2023) arising during the Class Period and PAGA Period based on the facts alleged therein, including claims for alleged failure to pay at least the minimum wage for all hours worked, failure to provide meal periods, failure to provide rest periods, and failure to provide accurate wage statements, in alleged violations of California Labor Code sections 200, 203, 226, 226.7, 510, 1182.12, 1194, and 1197, and the applicable provisions of Wage Order 4. The Released Claims also include the derivative claims restitution under Business and Professions Code section 17200, et seq., and for civil penalties under Labor Code Private Attorneys General Act (“PAGA”), Labor Code section 2698, et seq. arising during the PAGA Period, based on the alleged Labor Code violations.

Upon final approval of the Court of this settlement and except as to such rights or claims as may be created by the Settlement Agreement, the Class Members who do not opt out, will be deemed to fully release and discharge the Released Parties, which include Defendants Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc., and each of its predecessors in interest, successors in interest, shareholders, directors, officers, managers, employees, and agents from the Released Claims.

C. TO RECEIVE YOUR SHARE OF THE MONEY UNDER THE SETTLEMENT.

You do not need to do anything to receive your share under the Settlement, and a settlement check will be mailed to you if you do not opt out of the Settlement. The estimated amount of your share under the Settlement is reflected on the first page of this Notice.

D. WHAT IF YOU DO NOTHING?

If you do nothing, you will remain a member of the Settlement Class, and a settlement check will be mailed to you upon final approval of the Settlement, pursuant to the terms of the Settlement. As a member of the Class, you will be bound by all the terms of the Settlement, including the release of the Released Claims, as set forth above, which will prevent you from suing Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. for the matters being settled in this case.

E. TO REQUEST EXCLUSION FROM THE SETTLEMENT.

If you want to be excluded (“opt out”) from the Settlement, you must mail a written request to be excluded (opt out) from the Settlement, using the enclosed Opt Out Form or write separately, to the Settlement Administrator, postmarked within 60 days of the mailing of this Notice to you. Based on the mailing date of _____, 2024, the request for exclusion (opt out) must be postmarked on or before _____, 2024, to the following address:

[SETTLEMENT ADMINISTRATOR]
[ADDRESS]
[CITY AND ZIP CODE]

To be valid, your request to opt out of the Settlement must be in writing, and it must include your name (and former names, if any), signature, current address, telephone number, and shall recite the following language (verbatim) or other words to the same effect:

I wish to opt out of the settlement of this case, *Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.*, Orange County Superior Court, Case No. 30-2023-01324104-CU-OE-CXC.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, and may pursue any claims you may have, at your own expense, against Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc.

F. OBJECTION TO THE SETTLEMENT AND/OR NOTICE OF INTENTION TO APPEAR.

If you do not opt out of the Settlement but believe the Settlement is unfair or inadequate in any respect, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc., Case Number 30-2023-01324104-CU-OE-CXC), (b) be mailed to the Settlement Administrator, [ADMINISTRATOR'S ADDRESS AND ZIP CODE] postmarked on or before _____, 2023.

The written objection must be signed and dated, and include your name, dates of employment as a non-exempt employee of Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. in California, and a complete description of the basis for the objection. A Class Member who objects to the Settlement will still be considered a member of the Class.

G. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT.

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement is scheduled for _____, 2024 in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701. The Final Approval Hearing may be continued without further notice, unless you have timely filed an objection. It is not necessary for you to attend this hearing, unless you file an objection and indicate your intention to appear.

Any Class Member who has not opted out will be bound by the Settlement approved by the Court at the Final Approval Hearing. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

H. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit, the Settlement and related matters. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the office of the clerk during business hours, at Orange Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701. Those documents are also available for a small fee at the Orange County Superior Court's website: <https://www.occourts.org/online-services/case-access/>

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT

If your address changes, or is different from the address stated on the first page of this Notice, please promptly notify the Settlement Administrator or Class Counsel.

OPT-OUT / EXCLUSION FORM

Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.
Orange County Superior Court, Case No. 30-2023-01324104-CU-OE-CXC

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

DO NOT SUBMIT THIS FORM IF YOU WANT TO RECEIVE A SHARE OF THE MONEY FROM THE
SETTLEMENT

I wish to opt out of the settlement of this case, *Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.*, Orange County Superior Court, Case No. 30-2023-01324104.

I understand that by opting out of the Settlement, I will be excluded from the Settlement and will not receive any money under the Settlement for the settlement of the alleged class claims, and I keep my rights to sue Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. separately for the claims being released under the Settlement.

I also understand that I will receive a share of the settlement funds related to the settlement of alleged claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), and will be bound by the release of the PAGA claims.

Signature: _____
<<FIRST AND LAST NAME>>

Date: _____

OBJECTION FORM

Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.
Orange County Superior Court, Case No. 30-2023-01324104-CU-OE-CXC

<<FIRST AND LAST NAME>>
<<ADDRESS>>
<<CITY AND ZIP CODE>>

I object to the Settlement for the following reasons (please additional papers as needed): _____

Signature: _____
<<FIRST AND LAST NAME>>

Date: _____