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3 **LAW OFFICE OF JUSTIAN JUSUF, APC**
4 17011 Beach Blvd., Suite 900
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5 Attorney for Plaintiff JUAN ALVAREZ MARQUEZ,
individually and on behalf of others similarly situated

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 JUAN ALVAREZ MARQUEZ, individually)
11 and on behalf of others similarly situated,)

12 Plaintiff,

13 vs.

14 PIROZZI ENTERPRISES, LLC;)
15 CHEF ALESSANDRO PIROZZI, INC.; and)
16 DOES 1 through 50,)

17 Defendants.)

CASE NO.: 30-2023-01324104-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:
Judge: Hon. Melissa R. McCormick
Dept.: CX104

**SUPPLEMENTAL DECLARATION OF
JUSTIAN JUSUF IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
EXHIBITS 1 - 7**

Preliminary Approval Hearing:
Date: October 17, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint Filed: May 9, 2023

Trial Date: Not Set

1 I, Justian Jusuf, hereby declare:

2 1. I am an attorney duly licensed to practice in the State of California, and am counsel
3 of record for Plaintiff Juan Alvarez Marquez ("Plaintiff") in this action. I have personal
4 knowledge of, or am informed and believe as indicated, the following, and if called and sworn as a
5 witness, I could and would competently testify thereto.

6 2. **Exhibit 1** attached hereto is a true and correct copy of the May 23, 2024 Minute
7 Order regarding Plaintiff's motion for preliminary approval of class action and PAGA settlement.

8 3. **Exhibit 2** attached hereto is a true and correct copy of the Amended Settlement
9 Agreement between Plaintiff and Defendants Pirozzi Enterprises, LLC and Chef Alessandro
10 Pirozzi, Inc. ("Defendants").

11 4. **Exhibit 3** attached hereto is a redlined copy of Amended Settlement Agreement,
12 showing changes made to the original Settlement Agreement.

13 5. **Exhibit 4** attached hereto is a copy of the new proposed notice of class action and
14 PAGA settlement.

15 6. **Exhibit 5** attached hereto is a redlined copy of the new proposed notice of class
16 action and PAGA settlement, showing changes made to the original proposed notice.

17 7. **Exhibit 6** attached hereto is a redlined copy of the new proposed order, showing
18 changes made to the original proposed order.

19 8. **Exhibit 7** attached hereto is a true and correct copy of the August 17, 2023
20 Stipulation and Protective Order – Confidential Designation Only (ROA 26).

21 I declare under penalty of perjury under the laws of the State of California that the forgoing
22 is true and correct.

23 Executed on October 3, 2024 at Huntington Beach, California.

24
25 
JUSTIAN JUSUF

Exhibit 1

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 05/23/2024

TIME: 02:00:00 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2023-01324104-CU-OE-CXC** CASE INIT.DATE: 05/09/2023

CASE TITLE: **Marquez vs. Pirozzi Enterprises, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74225208

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Juan Alvarez Marquez

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Approval of Class Settlement, 02/08/2024

APPEARANCES

No Appearance by all parties

Tentative Ruling posted on the Internet.

All parties submitted on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement

The court has reviewed and considered the papers filed in support of plaintiff's motion for preliminary approval of a class action and PAGA settlement. The court has the following questions and comments:

As to the settlement:

1. The settlement is predicated on a payment plan due to defendants' financial situation. Admissible evidence of defendants' financial situation should be provided, including appropriate financial documents such as balance sheets, cash flow statements, and profit and loss statements.
2. The PAGA release should be separated from the class release. Settlement Agreement ¶ 15. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA.
3. The settlement agreement should more specifically address how the class and PAGA payments will be taxed. See Settlement Agreement at 3:2-3, 5:28-6:1, 8:10-13, 12:15-17. The notice should similarly provide more specific information on this topic. See Notice at 3 (first full paragraph; sixth full paragraph).
4. Plaintiff shall state in a declaration filed with the court the approximate amount of time spent on the case.
5. The parties should provide plaintiff's anticipated total amount to be received (including for any individual claims and excluding any enhancement payment).

6. The declaration(s) filed in support of the motion must inform the court whether the parties, after making reasonable inquiry, are aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declaration shall also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case.

7. What is the deadline for exclusions, objections and disputes for remailed notices?

8. Plaintiff seeks litigation costs not to exceed \$7,000. Settlement ¶ V.L. This amount seems high light of incurred costs to date of \$2,387.88. Jusuf Decl. ¶ 33 & Ex. 6. What “additional costs relating to the settlement proceedings and monitoring the settlement administration” is plaintiff anticipating?

As to the notice:

9. The notice should be revised consistent with the above.

10. The first paragraph of the notice should identify plaintiff by name.

11. The notice should advise the PAGA class members that they will be bound by the PAGA release even if they do not cash their PAGA payment checks.

12. The notice should provide additional information regarding the dispute process as set forth in the settlement agreement, including (i) that the parties will file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) that although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute.

13. Section F of the notice regarding objections should state that class members may object by using the attached Objection Form. In addition, class members are not required to notify the court of their intent to appear at the final approval hearing.

14. The settlement administrator's invoice includes a charge for a language translation. Jusuf Decl. (ROA 51) Ex. 3. Does the notice packet need to be translated into any languages other than Spanish? See Proposed Order (ROA 44) ¶ 6. In addition, copies of the certified translation(s) should be filed with the court and attached to the proposed order as exhibits.

15. The notice should state that the settlement administrator will post all key documents on its website, including the operative complaint, the PAGA notice letter(s) to the LWDA, the settlement agreement and any amendments, the notice packet, the orders granting preliminary and final approval, and the judgment. The judgment should be posted for at least 180 days.

As to the proposed order (ROA 44):

16. The proposed order should be revised consistent with the above.

17. The title on the caption page should also refer to the PAGA settlement.

18. Plaintiff's first name at page 1 line 1 should be “Juan.”

19. The proposed order should include the settlement amount, the not-to-exceed amounts to be distributed for attorneys' fees, litigation costs, the enhancement payment and the settlement administration costs, and the PAGA civil penalties.

20. In paragraph 2, the word “conditionally” should be added after “hereby” and before “certifies.”

21. In paragraphs 3 and 4, the word “preliminarily” should be added before “appoints.”

22. Paragraphs 5 and 7 should be removed.

23. In paragraph 8, the word “preliminarily” should be added before “approves.” Paragraph 8 should also state that the settlement administrator is ordered to carry out its administration functions as set forth in the settlement agreement.

24. The second sentence of paragraph 10 should be removed.

25. Paragraph 11 should include that class members may appear at the final approval hearing and be heard regarding an objection, irrespective of whether the class member submitted a written objection in advance.

26. The dispute procedure, as set forth in the settlement agreement, should be included in the proposed order.

27. Copies of the settlement agreement and any amendment thereto and the class notice and its accompanying forms should be attached as an exhibit. Certified copies of the translated class notice and forms in Spanish should also be attached to the proposed order as exhibits.

28. The proposed order should state that the court retains jurisdiction to enforce the settlement and include citation to Civil Procedure Code section 664.6.

The hearing on plaintiff’s motion for preliminary approval of a class action and PAGA settlement is continued to October 17, 2024 at 2:00 p.m. in Department CX104 to permit the parties to address and respond to the above issues. See *a/so* Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than “amended settlement agreement,” to streamline the court’s review. The parties shall also provide redlined copies of any revised documents.

Plaintiff is ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

Exhibit 2

1 Justian Jusuf – State Bar No. 201507
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2 **LAW OFFICE OF JUSTIAN JUSUF, APC**
17011 Beach Blvd., Suite 900
3 Huntington Beach, California 92647
Phone: (714) 274-9815

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

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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10 JUAN ALVAREZ MARQUEZ, individually)
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13 vs.)

14 PIROZZI ENTERPRISES, LLC;)
15 CHEF ALESSANDRO PIROZZI, INC.; and)
16 DOES 1 through 50,)

17 Defendants.)

CASE NO.: 30-2023-01324104-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:
Judge: Hon. Melissa R. McCormick
Dept.: CX104

**AMENDED SETTLEMENT
AGREEMENT**

Complaint Filed: May 9, 2023

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

I. THE SETTLEMENT

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

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

- For purposes of this Settlement, Defendants stipulate to certification of a Class defined as “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.” There are a total of approximately 171 Class Members, and they worked a total of 4,838 Workweeks during the Class Period.
- Class Members need not submit a claim to be paid under the Settlement. Upon the Court granting final approval of the Settlement, and after the Defendants have fully funded the Settlement Fund amount, the Settlement Administrator will mail settlement checks to Class Members who do not opt out of the Settlement.
- Out of the Settlement Fund, a sum of \$5,000.00 (Five Thousand Dollars and Zero 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 \$4,000.00 (Four Thousand Dollars
19 and Zero Cents) will be paid to Class Counsel for reimbursement of costs and other expenses
20 incurred and reasonably anticipated to be incurred in this Action relating to claims against the
21 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 \$23,500.00 (Twenty-Three Thousand Five Hundred Dollars and Zero
26 Cents), will be allocated Class Members proportionally based on their respective Workweeks
27 during the Class Period. Amounts allocated to Class Members who opt out of the Class shall be
28 re-allocated 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 \$23,500.00 (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 \$4,000.00 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 Class Claims” means any and all class claims asserted in the operative
10 First Amended Complaint (filed July 17, 2023) arising during the Class Period based on the facts
11 alleged therein, including claims for alleged failure to pay at least the minimum wage for all hours
12 worked, failure to provide meal periods, failure to provide rest periods, and failure to provide
13 accurate wage statements, in alleged violations of California Labor Code sections 200, 203, 226,
14 226.7, 510, 1182.12, 1194, and 1197, and the applicable provisions of Wage Order 4. The
15 Released Class Claims also include the derivative claims restitution under Business and
16 Professions Code section 17200, *et seq.*, based on the alleged Labor Code violations.

17 16. “Released PAGA Claims” means any and all claims for civil penalties under
18 PAGA asserted in the operative First Amended Complaint (filed July 17, 2023) arising during the
19 PAGA Period based on the facts alleged therein and the notice letter to the LWDA, attached as
20 Exhibit A to the First Amended Complaint, including claims for alleged failure to pay at least the
21 minimum wage for all hours worked, failure to provide meal periods, failure to provide rest
22 periods, and failure to provide accurate wage statements, in alleged violations of California Labor
23 Code sections 200, 203, 226, 226.7, 510, 1182.12, 1194, and 1197.

24 17. “Released Parties” means Defendants Pirozzi Enterprises, LLC and Chef
25 Alessandro Pirozzi, Inc., and each of its predecessors in interest, successors in interest,
26 shareholders, directors, officers, managers, employees, and agents.

27 18. “Settlement Agreement” or “Settlement” or “Agreement” means the terms and
28 conditions set forth in this Amended Settlement Agreement, which is subject to approval of the

1 Court, pursuant to Rule 3.769 of the California Rules of Court and Labor Code § 2699(l).

2 19. "Settlement Fund" means the sum of \$60,000.00 (Sixty Thousand Dollars and Zero
3 Cents) that Defendants agree to pay under the terms of this Agreement. No portion of the
4 Settlement Fund amount shall revert back to Defendants. In addition to the Settlement Fund
5 amount, Defendants shall pay the employer's portion of payroll taxes on the portion of the
6 settlement payments to Class Members that is attributed as wages under the Settlement.

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

9 **III. PROCEDURAL BACKGROUND**

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

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

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

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

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

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

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

4 8. Plaintiff and Class Counsel recognize the expense and length of continued
5 proceedings necessary to litigate their disputes through trial and through any possible appeals.
6 Plaintiff and Class Counsel have also taken into account the uncertainty and inherent risks of the
7 outcome of further litigation, the complexities and uncertain merits of their claims and defenses,
8 the collection risks, and the delays inherent in further litigation. Plaintiff and Class Counsel have
9 also taken into account Defendants' agreement to enter into the Settlement that confers substantial
10 benefits to the Class Members. Therefore, Plaintiff and Class Counsel have concluded that the
11 Settlement set forth in this Agreement is a fair, adequate and a reasonable Settlement, and is in the
12 best interests of the Class.

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

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

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

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

24 **A. Preliminary Approval Of Settlement**

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

B. Settlement Administrator

The Parties have agreed to hire Phoenix Class Action Administration Solutions, a third-party settlement administrator, to administer this Settlement. The Settlement Administrator's fee and expenses are capped at \$6,000.00 (Six Thousand Dollars and Zero Cents), to be paid out the Settlement Fund. A copy of the Notice Packet, the operative First Amended Complaint, the PAGA Notice, the orders granting preliminary and final approval of the Settlement, and other documents as required by the Parties or the Court, shall be posted on the website of the Settlement Administrator for at least 180 days.

C. Notice of Settlement

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

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

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

4. The Notice of Settlement provided to each Class Member shall set forth the individualized estimated amount the Class Member will receive under the Settlement if the Class Member does not opt out of the Settlement, as well as the estimated amount of PAGA settlement allocated to him/her as a Settlement Aggrieved Employee, which will be mailed to him/her whether or not he/she opts out of the Settlement.

D. Exclusion (Opt-Outs)

1. Any Class Member who wishes to be excluded from this Settlement must mail to the Settlement Administrator a completed and signed Opt Out Form, which shall be included in the Notice Packet, or a separate written statement expressing his/her desire to be excluded (or opt out) from the Settlement, which must be postmarked no later than 60 (sixty) calendar days after the mailing date of the Notice Packet. The Opt-Out period for those Class Members whose Notice Packets are returned by the post office shall be extended, and starts anew as of the re-mailing of the Notice Packets. Any such written request for exclusion must be submitted during the Opt Out Period and include the 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.

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

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

E. Cooperation

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

F. Declaration of Compliance

As soon as practicable, but no later than 14 (Fourteen) calendar days following the close of the Opt Out Period, the Settlement Administrator shall provide Class Counsel and Counsel for Defendants with a declaration attesting to completion of the notice process set forth in this Agreement, including an explanation of efforts to resend undeliverable notices returned with forwarding addresses, the number of opt outs, and other information relevant to settlement administration, which declarations shall be filed with the Court by Class Counsel along with their papers requesting final approval of the Settlement.

G. Sufficient Notice

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

H. Disputes and Objections to Settlement

1. Deadline for Disputes or Objections

Any Class Member wishing to dispute the number of Workweeks or Pay Periods stated in his/her Notice of Settlement, or object to the approval of this settlement shall mail a written dispute or objection to the Settlement Administrator within 60 (Sixty) calendar days from the date of mailing of the Notice Packet. The deadline for submission of disputes or objections Opt-Out period for those Class Members whose Notice Packets are returned by the post office shall be extended, and starts anew as of the re-mailing of the Notice Packets. The Settlement Administrator shall promptly forward a copy of any and all disputes and objections to Class Counsel and Counsel for Defendants. Class Counsel shall file any such disputes and objections.

The Settlement Administrator shall make the initial decision regarding claim disputes, subject to review and approval by the Court.

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

2. Responses to Objections

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

I. Final Fairness and Approval Hearing

On the date set forth for the Final Fairness and Approval Hearing in the Order granting preliminary approval of the Settlement, which shall be approximately 120 (one hundred twenty) calendar days after the Court grants preliminary approval of this Agreement, a Final Fairness and Approval Hearing shall be held before the Court in order to consider and determine whether: (i) the Court should give this Agreement final approval; (ii) Class Counsel's application for attorneys' fees and reimbursement of expenses they have incurred should be granted; (iii) application for Enhancement Awards for Plaintiffs; and (iv) any timely objections made and all responses by Class Counsel and Counsel for Defendant to such objections have any merit.

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

J. Allocation of Net Settlement Amount

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

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

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

K. Enhancement Award to Plaintiff

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

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

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

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

M. Time for Funding

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

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

3 The wage portions are subject to tax withholding and will be reported on an Internal
4 Revenues Service (“IRS”) W-2 Form. The non-wage portions, the portions of civil penalties
5 under PAGA payable to Aggrieved Employees, and the Enhancement Award to Plaintiff are not
6 subject to tax withholdings and will be reported on IRS 1099 Forms. Plaintiff, Class Members,
7 and Aggrieved Employees assume full responsibility and liability for any taxes owed on their
8 payments under this Settlement.

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

14 **N. Uncashed Checks**

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

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

20 **A. No Admission of Liability.**

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

26 **B. Circular 230 Disclaimer**

27 Each Party to this Stipulation (for purposes of this section, the “Acknowledging Party”;
28 and each party to this Stipulation other than the Acknowledging Party, an “Other Party”)

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

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

17 If the Court for any reason does not approve this Settlement, neither this Agreement nor
18 any of its terms, nor any documents, communications, statements or conduct in the negotiation or
19 drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any
20 individual who requested to be excluded from the Class), Defendants, or their respective counsel,
21 in the Action or any other lawsuit or arbitration.

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

D. Nullification.

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

VII. RELEASE

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

2. Release of PAGA Claims: As of the Effective Date, and except as to such rights or claims as may be created by this Amended Settlement Agreement, Plaintiff and all Aggrieved Employees are deemed to have fully released and discharged the Released Parties from all Released PAGA Claims.

VIII. MISCELLANEOUS PROVISIONS

A. Warranty.

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

B. Amendments.

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

C. No Inducements.

Plaintiffs and Defendants acknowledge that they are entering into this Agreement as a free and voluntary act, without duress or undue pressure or influence of any kind or nature whatsoever,

1 and that neither Plaintiffs nor Defendants, and each of them, have relied on any promises,
2 representations or warranties regarding the subject matter hereof other than as set forth in this
3 Agreement.

4 **D. No Prior Assignment.**

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

9 **E. Counterparts.**

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

13 **F. Successors.**

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

19 **G. Governing Law.**

20 This Settlement Agreement shall be governed by and construed, enforced, and administered
21 in accordance with the laws of the State of California, without regard for the law of the State
22 regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in
23 conjunction with the proceedings relating to or arising out of this Settlement Agreement shall be
24 construed and enforced under, and all issues relating to the preclusive effect of such orders or
25 judgments shall be determined by, the laws of the State of California relating to the construction,
26 enforcement, and preclusive effect of orders and judgments entered by state courts.

27 **H. Regulation.**

28 In the event that any provision in this Settlement Agreement shall be affected by any rule,

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

9 **I. Headings.**

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

12 **J. Integration.**

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

17 **AGREED,**

18 Dated: September __, 2024

PLAINTIFF:

19 _____
 20 Juan Alvarez Marquez

21 Dated: September ⁹ __, 2024

DEFENDANT:

PIROZZI ENTERPRISES, LLC

22 By:  _____
 23 DocuSigned by:
8E1288B18F2748E...

Alessandro Pirozzi

Its: President and Authorized Representative

24 Dated: September ⁹ __, 2024

DEFENDANT:

CHEF ALESSANDRO PIROZZI, INC.

25 By:  _____
 26 DocuSigned by:
8E1288B18F2748E...

Alessandro Pirozzi

27 Its: President and Authorized Representative
 28

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

I. Headings.

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

J. Integration.

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

AGREED,

Dated: September ¹⁰ __, 2024

PLAINTIFF

Firmado por:

6B2E3B23FF0A460...

Juan Alvarez Ivarquez

Dated: September __, 2024

DEFENDANT:

PIROZZI ENTERPRISES, LLC

By: _____

Alessandro Pirozzi

Its: President and Authorized Representative

Dated: September __, 2024

DEFENDANT:

CHEF ALESSANDRO PIROZZI, INC.

By: _____

Alessandro Pirozzi

Its: President and Authorized Representative

1 **APPROVED AS TO FORM:**

2 Dated: September ¹⁰ __, 2024

LAW OFFICE OF JUSTIAN N JUSUF, APC

By:  DocuSigned by: B5B5A12B4783441...
Justian Jusuf

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

5 Dated: September __, 2024

LAW OFFICES OF FOROOZANDEH, APC

By: _____
Majid Foroozandeh
William Caldwell

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

1 **APPROVED AS TO FORM:**

2 Dated: September __, 2024

LAW OFFICE OF JUSTIAN JUSUF, APC

3 By: _____
Justian Jusuf

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

5 Dated: September ¹² __, 2024

LAW OFFICES OF FOROOZANDEH, APC

6 By:  _____
Majid Foroozandeh
William Caldwell

7 Attorneys for Defendants Pirozzi Enterprises, LLC and
8 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.

- Plaintiff Juan Alvarez Marquez ("Plaintiff"), a former employee of Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc. ("Defendants"), has sued 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 Amended 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. Class Counsel will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the dispute. The Settlement Administrator will make the initial decision regarding claim disputes, subject to review and approval by the Court.

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. The wage portions are subject to tax withholding and will be reported on an Internal Revenues Service ("IRS") W-2 Form. The non-wage portions are not subject to tax withholdings and will be reported on IRS 1099 Forms. You assume full responsibility and liability for any taxes owed on you payments under the settlement. 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 \$4,000 (Four 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. Releases.

Release of PAGA Claims: Upon approval of the Court of this settlement and except as to such rights or claims as may be created by the Amended Settlement Agreement, you 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 PAGA Claims, which include any and all claims for civil penalties under PAGA asserted in the operative First Amended Complaint (filed July 17, 2023) arising during the PAGA Period based on the facts alleged therein and the notice letter to the LWDA, attached as Exhibit A to the First Amended Complaint, 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.

Release of Class Claims: 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 Class 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 Class Claims (as described below):

"Released Class Claims" means any and all class 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 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 Class Claims also include the derivative claims restitution under Business and Professions Code section 17200, et seq.

Upon final approval of the Court of this settlement and except as to such rights or claims as may be created by the Amended 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 Class 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 address listed below. Note that the deadline for you to be excluded (opt out) from the Settlement is extended if your Notice is returned by the post office as undeliverable, and remailed by the Settlement Administrator upon locating a new mailing address for you.

[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 Released Class Claims, and may pursue any of those claims you may have, at your own expense, against Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. Please note that you will still be bound by the Released PAGA Claims whether or not you exclude yourself (opt out) from the Settlement. You will also be bound by the Released PAGA Claims whether or not you cash your settlement check for the PAGA portion of the Settlement.

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 object to the Settlement using the Objection Form that accompanies this Notice. 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. You are not required to notify the Court of your intention to appear at the Final Approval Hearing. 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 _____, 2024.

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.

The Settlement Administrator will provide Class Counsel with any objections received, which will be submitted to the Court by Class Counsel.

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/>

You may also obtain certain documents regarding the lawsuit and the Settlement at the Settlement Administrator's website: _____, including the operative First Amended Complaint, the PAGA notice letter, the Amended Settlement Agreement, the Notice Packet, the Preliminary Approval Order, and the Final Approval Order and Judgment. The Judgment will be posted for at least 180 days.

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): _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____
 <<FIRST AND LAST NAME>>

Date: _____



**CONTINENTAL
INTERPRETING**

**INTERPRETING &
TRANSLATION SERVICES**

DECLARATION OF TRANSLATOR

I, Christopher Gosman, working as a freelance certified translator for Continental Interpreting Services, declare that I translated the following file:

- **Notice of Settlement_(revised)**
- **Objection Form**
- **Opt-Out Form**

I am a court certified interpreter as required by California Evidence Code § 751 (d), which requires an Interpreter to be certified or registered in accordance with Article 4 of Chapter 2 of Title 8 of the Government § 68560. My certification number is 301650.

This translation was ordered by Continental Interpreting Services, Inc. located at 3230 E. Imperial Hwy, Suite 203, Brea, CA 92821.

I, Christopher Gosman, certify that the document translated herein was translated by me from ENGLISH into SPANISH, and that I am competent, fluent, and accurate in both oral and written ENGLISH and SPANISH. I attest that the translation is accurate to the best of my knowledge.

I hereby certify under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Dated and signed on July 17, 2024 in Anaheim, CA.

Order# O-039782

DocuSigned by:

Chris Gosman

E6F63D81007F4F7...

Christopher Gosman
Spanish Translator
California Court Certification Number #301650

**NOTIFICACIÓN DE ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA,
LEY PAGA Y DE LA AUDIENCIA DE EQUIDAD**

Marquez v. Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc.
Tribunal Superior del condado de Orange, Caso No. 30-2023-01324104-CU-OE-CXC

<<NOMBRE Y APELLIDO>>

<<DIRECCIÓN>>

<<CIUDAD Y CÓDIGO POSTAL>>

PARA: TODAS LAS PERSONAS QUE HAN SIDO EMPLEADAS POR PIROZZI ENTERPRISES, LLC Y/O CHEF ALESSANDRO PIROZZI, INC. COMO EMPLEADOS NO EXENTOS EN CALIFORNIA EN CUALQUIER MOMENTO DEL 9 DE MAYO DE 2019 AL 30 DE SEPTIEMBRE DE 2023 ("PERÍODO DE LA DEMANDA COLECTIVA") ("MIEMBROS DEL COLECTIVO/GRUPO")

Un tribunal autorizó esta Notificación. Esta no es una solicitud de un abogado.

Lea atentamente esta Notificación. Sus derechos pueden verse afectados.

- El demandante Juan Álvarez Márquez ("demandante"), un ex empleado de Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc. ("demandados"), ha demandado a los demandados, alegando que los demandados no pagaron a los empleados al menos el salario mínimo por todas las horas trabajadas, no proporcionaron períodos para comer, no proporcionaron períodos de descanso y no proporcionaron declaraciones salariales precisas. El demandante también solicita sanciones civiles en virtud de la Ley General de Abogados Particulares ("PAGA") del Código Laboral.
- Los Demandados han negado cualquier irregularidad o responsabilidad, pero el demandante y los demandados aceptaron un acuerdo para resolver los supuestos reclamos colectivos y los reclamos PAGA y el tribunal otorgó la aprobación preliminar del acuerdo.
- El Tribunal ha certificado como Colectivo para los fines del Acuerdo, pero no se ha pronunciado sobre los méritos de los reclamos del Demandante o las defensas de los Demandados.
- Usted recibió esta Notificación porque es miembro del Grupo según los registros de los Demandados.
- Según el Acuerdo, recibirá aproximadamente \$ _____ en concepto de conciliación de sanciones civiles en virtud de PAGA. Este monto se le enviará por correo independientemente de que opte o no por no participar en el Acuerdo de Conciliación de Demanda Colectiva.
- Si no opta por no participar en el Acuerdo de Conciliación de Demanda Colectiva, se le enviará por correo una suma de aproximadamente \$ _____ una vez que el Tribunal otorgue la aprobación final del acuerdo.
- Los montos enumerados anteriormente se basan en los registros de los demandados sobre la cantidad de Semanas Laborales que usted trabajó como empleado no exento en California durante el Período de la Demanda Colectiva (desde el 9 de mayo de 2019 al 30 de septiembre de 2023) y Períodos de Pago que trabajó durante el Período PAGA (del 9 de mayo de 2022 al 30 de septiembre de 2023). Los registros de los demandados muestran que usted trabajó: _____ Semanas Laborales durante el Período de la Demanda Colectiva y trabajó _____ Períodos de Pago durante el Período PAGA.
- Una vez que el Tribunal otorgue la aprobación final y emita una sentencia aprobando el acuerdo, el aviso de sentencia estará disponible en el sitio web del Administrador del Acuerdo: _____. Una copia del Paquete de Notificación, la Primera Demanda Enmendada operativa, la Notificación PAGA y otros documentos también estarán disponibles en el sitio web del Administrador del Acuerdo.

SUS DERECHOS SEGÚN EL ACUERDO	
Hacer nada	Permanecer como Miembro del Grupo. Recibir dinero según el Acuerdo. Renunciar al derecho de demandar por separado. Si no hace nada, se le enviará por correo un cheque del acuerdo cuando el Tribunal otorgue la aprobación final del Acuerdo, pero usted renuncia a cualquier derecho a demandar a los demandados por separado por los reclamos que se liberan en virtud del Acuerdo.
Optar por no participar	Excluirse de este Acuerdo. No recibir dinero según el Acuerdo. Mantener los derechos de demandar por separado. Al excluirse (optar por no participar) del Colectivo, usted renuncia al derecho a recibir dinero en virtud del Acuerdo, pero conserva cualquier derecho a demandar a los demandados por separado por los reclamos que se liberan en virtud del Acuerdo.
Objetar	Si considera que alguno de los términos del Acuerdo es injusto, puede oponerse al Acuerdo siguiendo el procedimiento descrito en esta Notificación. Tiene derecho a comparecer a través de su propio abogado.

- ¿Tiene alguna pregunta después de leer esta Notificación? Comuníquese con el Administrador del Acuerdo al (XXX) XXX-XXXX o con los abogados del Colectivo al (818) 609-0807 o (714) 274-9815.

El Tribunal Superior de California para el condado de Orange ha otorgado aprobación preliminar a un acuerdo de conciliación de demanda colectiva (el "Acuerdo") en la demanda mencionada anteriormente ("Demanda").

El Tribunal ha certificado condicionalmente al siguiente Grupo para fines del acuerdo únicamente: “Todas y cada una de las personas que hayan sido empleadas por Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. como empleados no exentos en California en cualquier momento durante el Período de la Demanda Colectiva, del 9 de mayo de 2019 al 30 de septiembre de 2023.”

2. DESCRIPCIÓN DE LA DEMANDA

El demandante ha presentado esta demanda como una demanda colectiva. En una demanda colectiva, una o más personas presentan reclamos en una demanda en nombre de ellos mismos y de otros que se encuentran en una situación similar o tienen posibles reclamos similares contra uno o más demandados. El demandante en este caso ha presentado reclamos en nombre de todos los empleados no exentos actuales y anteriores de los demandados en California en cualquier momento durante el Período de la Demanda Colectiva del 9 de mayo de 2019 al 30 de septiembre de 2023. En la demanda, el demandante alega que los demandados no pagaron a los empleados no exentos al menos el salario mínimo por todas las horas trabajadas, no proporcionaron descansos para comer, no proporcionaron descansos y no proporcionaron declaraciones salariales precisas. El demandante también alega que los demandados violaron la sección 17200 y *siguientes* de la Ley de Competencia Desleal, Código de Negocios y Profesiones. Además, el demandante también solicita sanciones civiles en virtud de la ley PAGA. Con base en esas acusaciones, el demandante solicita daños y perjuicios colectivos por salarios impagos, restitución, indemnizaciones legales, sanciones civiles y otras compensaciones.

Los demandados niegan los reclamos del demandante y niegan cualquier irregularidad o responsabilidad. El Tribunal no ha pronunciado sobre los méritos de los reclamos del demandante o las defensas de los demandados, y las partes han aceptado el Acuerdo.

El demandante y los abogados del grupo opinan que el Acuerdo es justo y en beneficio del Colectivo y por esas razones buscan la aprobación final del Acuerdo. Los abogados de los empleados (“Abogados del Grupo”) en esta demanda son:

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

Los abogados de los demandados son:

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

B. RESUMEN DE LOS TÉRMINOS DEL ACUERDO PROPUESTO.

El siguiente es un resumen de los términos del Acuerdo. Los términos específicos y completos del Acuerdo se establecen en el Acuerdo de Conciliación Enmendado, que ha sido aprobado preliminarmente por el Tribunal. Se puede inspeccionar una copia completa del Acuerdo de conciliación, así como otros documentos públicos presentados en este caso, durante el horario comercial en la Oficina del Secretario del Tribunal, ubicada en 751 West Santa Ana Blvd, Santa Ana, CA 92701. Por una pequeña tarifa, los documentos también están disponibles en el sitio web del Tribunal Superior del Condado de Orange: <https://www.occourts.org/online-services/case-access/>

Sujeto a la aprobación final del Tribunal, los términos del Acuerdo propuesto son los siguientes:

1. Fondo del Acuerdo: Los demandados pagarán un total de \$60.000 (sesenta mil dólares) para establecer un Fondo del Acuerdo, para pagar a los Miembros del Grupo que no opten por no participar en el Acuerdo, sanciones civiles según PAGA, Incentivo al representante del colectivo, honorarios y gastos del Administrador del Acuerdo y honorarios y gastos de los Abogados del Grupo. Las porciones de los empleados y empleadores de los impuestos sobre la nómina sobre la porción de los pagos del acuerdo atribuidos como salarios también se pagarán con cargo al Fondo del Acuerdo.

2. Fórmula del Acuerdo y Distribución.

Se atribuye una suma de \$5.000 del Fondo del Acuerdo como resolución de reclamos por sanciones civiles bajo PAGA. El 75% (\$3.750) de este monto se pagará a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral, y el 25% (\$1.250) del monto se pagará a aquellos no exentos que fueron empleados de los demandados en cualquier momento durante el Período PAGA (del 9 de mayo de 2022 al 30 de septiembre de 2023). Si es elegible para este pago, el monto que recibirá por esta parte del acuerdo se muestra en la primera página de esta notificación.

Después de deducir el monto del acuerdo PAGA de \$5.000, el Incentivo al representante del colectivo, los honorarios y gastos del Administrador del Acuerdo y los honorarios y gastos de abogados de los Abogados del Grupo, el monto restante ("Fondo Neto del Acuerdo") se asignará a los Miembros del Grupo proporcionalmente en función de su respectivas Semanas Laborales durante el Período de la Demanda Colectiva (del 9 de mayo de 2019 al 30 de septiembre de 2023). El monto que recibirá cuando el Tribunal otorgue la aprobación final del Acuerdo, si no opta por no participar en el Acuerdo, se muestra en la primera página de esta notificación.

No necesita hacer nada para recibir su parte según el Acuerdo. Una vez que el Tribunal otorgue la aprobación final del Acuerdo, se le enviará por correo un cheque del acuerdo por la parte PAGA, independientemente de si opta o no por no participar en el Acuerdo. Y si no opta por no participar en el Acuerdo, el cheque del acuerdo que se le enviará también incluirá la parte que no corresponde a PAGA.

Los montos aproximados de su parte según el Acuerdo se muestran en la primera página de esta

Notificación. Los montos se calcularon con base en los registros de los demandados sobre la cantidad de Semanas Laborales trabajadas por usted y otros Miembros del Grupo. Si no está de acuerdo con el número de Semanas Laborales indicado en esta Notificación, escriba al Administrador del Acuerdo e indique el número de Semanas Laborales durante el Período de la Demanda Colectiva en el que trabajó para Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. como empleado no exento en California durante el Período de la Demanda Colectiva y el Período PAGA, y adjunte todos y cada uno de los documentos que respalden su reclamo (como talones de pago, cheques cancelados, etc.).

Para disputar el número de sus Semanas Laborales, debe enviar por correo su impugnación y los documentos de respaldo al Administrador del Acuerdo dentro de los 60 días posteriores al envío de esta Notificación. Según la fecha de envío de _____ de 2024, cualquier disputa debe enviarse por correo a más tardar el _____ de 2024. Tenga en cuenta que el número de Semanas Laborales indicado en la página uno de esta Notificación se presume correcto a menos que los documentos que envíe oportunamente demuestren lo contrario. Los Abogados del grupo presentarán ante el Tribunal todas las disputas presentadas por los miembros del grupo, las pruebas presentadas y la resolución de la disputa. El Administrador del Acuerdo tomará la decisión inicial con respecto a las disputas de reclamos, sujeta a revisión y aprobación por parte del Tribunal.

A los efectos de la declaración de impuestos en virtud del Acuerdo, los pagos realizados a usted en virtud de este Acuerdo se considerarán un tercio como salario, un tercio como intereses y un tercio como sanciones. Nada en esta Notificación o el Acuerdo de Conciliación pretende ser asesoramiento fiscal. Las porciones del salario están sujetas a retención de impuestos y se informarán en un formulario W-2 del Servicio de Impuestos Internos ("IRS"). Las porciones no salariales no están sujetas a retenciones de impuestos y se informarán en los formularios 1099 del IRS. Debe consultar a su asesor fiscal sobre cualquier cuestión fiscal relacionada con este Acuerdo.

3. Sujeto a la aprobación final del Tribunal, los siguientes montos se deducirán del Fondo total del Acuerdo antes de calcular el Fondo Neto del Acuerdo: (a) \$5.000 (cinco mil dólares) en resolución de los reclamos PAGA, (b) los Abogados del Grupo buscarán un laudo de honorarios de abogados por sus servicios en estas Demandas por un monto de \$18.000 (dieciocho mil dólares), que es el 30% del Fondo del Acuerdo, y reembolso de los costos y gastos en los que han incurrido en estas Demandas por un monto que no exceda los \$4.000 (cuatro mil dólares); (c) los Abogados del Grupo solicitarán al Tribunal un Incentivo de \$3.500 (tres mil quinientos dólares) para el demandante/representante del grupo para compensar el tiempo y el riesgo asumidos al presentar esta Demanda como una demanda colectiva; y (c) pago al Administrador del Acuerdo por sus costos y honorarios en la administración del Acuerdo y el proceso de pago, por un monto de \$6.000 (seis mil dólares).

4. Descargos/Liberaciones.

Liberación de reclamaciones PAGA: Tras la aprobación del Tribunal de este acuerdo y excepto en lo que respecta a los derechos o reclamos que puedan crearse mediante el Acuerdo de Conciliación Enmendado, se considerará que usted descarga y libera completamente a las Partes liberadas, que incluyen a los demandados Pirozzi Enterprises, LLC y Chef Alessandro. Pirozzi, Inc., y cada uno de sus predecesores en intereses, sucesores en intereses, accionistas, directores, funcionarios, gerentes, empleados y apoderados de los Reclamos PAGA liberados, que incluyen todos y cada uno de los reclamos por sanciones civiles según PAGA afirmados en la Primera Demanda Enmendada operativa (presentada el 17 de julio de 2023) que surgieron durante el Período PAGA con base en los hechos alegados en el mismo y la carta de notificación a la LWDA, adjunta como Anexo A a la Primera Demanda Enmendada, que incluye reclamos por presunta falta de pago de al menos el salario mínimo por todas las horas trabajadas, no proporcionar períodos para comer, no proporcionar períodos de descanso y no proporcionar declaraciones salariales precisas, en presuntas violaciones de las secciones 200, 203, 226, 226.7, 510, 1182.12, 1194 y 1197 del Código Laboral de California.

Liberación de reclamos colectivos: Si no desea ser parte de este Acuerdo o desea presentar su propia demanda contra Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. por los Reclamos Colectivos Liberados (como se define a continuación), debe solicitar oportunamente ser excluido ("optar por no participar") del Acuerdo mediante el procedimiento descrito en esta Notificación. Si no opta efectivamente por no participar en el Acuerdo, y tras la aprobación final del Tribunal, liberará por completo todos los Reclamos Colectivos Liberados (como se describe a continuación):

“Reclamos Colectivos Liberados” significa todos y cada uno de los reclamos colectivos presentados contra los demandados Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc. en la Primera Demanda Enmendada operativa (presentada el 17 de julio de 2023) que surjan durante el Período de la Demanda Colectiva con base en los hechos alegados en el mismo, incluidos los reclamos por presunta falta de pago de al menos el salario mínimo por todas las horas trabajadas, falta de proporcionar períodos para comer, no proporcionar períodos de descanso y falta de proporcionar declaraciones salariales precisas, en presuntas violaciones de las secciones 200, 203, 226, 226.7, 510, 1182.12, 1194 y 1197 del Código Laboral de California, y las disposiciones aplicables de la Orden Salarial 4. Los Reclamos Colectivos Liberados también incluyen la restitución de reclamos derivados según la sección 17200 y siguientes del Código de Negocios y Profesiones.

Tras la aprobación final del Tribunal de este acuerdo y excepto en lo que respecta a los derechos o reclamos que puedan crearse mediante el Acuerdo de Conciliación Enmendado, se considerará que los Miembros del Grupo que no optan por no participar descargan y liberan completamente a las Partes Liberadas, que incluyen a los demandados Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc., y cada uno de sus predecesores en intereses, sucesores en intereses, accionistas, directores, funcionarios, gerentes, empleados, apoderados, de los Reclamos Colectivos Liberados.

C. PARA RECIBIR SU PARTE DEL DINERO SEGÚN EL ACUERDO.

No necesita hacer nada para recibir su parte según el Acuerdo, y se le enviará por correo un cheque del acuerdo si no opta por no participar en el Acuerdo. El monto estimado de su participación según el Acuerdo se refleja en la primera página de esta Notificación.

D. ¿Y SI NO HACE NADA?

Si no hace nada, seguirá siendo miembro del Colectivo y se le enviará por correo un cheque del acuerdo tras la aprobación final del Acuerdo, de conformidad con los términos del Acuerdo. Como miembro del Colectivo, usted estará obligado por todos los términos del Acuerdo, incluida la liberación de los Reclamos Liberados, como se establece anteriormente, lo que le impedirá demandar a Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. por los asuntos que se resuelven en este caso.

E. PARA SOLICITAR LA EXCLUSIÓN DEL ACUERDO.

Si desea ser excluido (“optar por no participar”) del Acuerdo, debe enviar por correo una solicitud por escrito para ser excluido (optar por no participar) del Acuerdo, utilizando el Formulario de Exclusión Voluntaria adjunto o escribir por separado al Administrador del Acuerdo, con matasellos dentro de los 60 días posteriores al envío por correo de esta Notificación a usted. Según la fecha de envío postal del _____ de 2024, la solicitud de exclusión (optar por no participar) debe tener matasellos del _____ de 2024 o anterior a la dirección que se indica a continuación. Tenga en cuenta que la fecha límite para que usted sea excluido (optar por no participar) del Acuerdo se extiende si la oficina de correos devuelve su Notificación por no poder entregarlo y el Administrador del Acuerdo lo reenvía al localizar una nueva dirección postal para usted.

[ADMINISTRADOR DEL ACUERDO]
[DIRECCIÓN]
[CIUDAD Y CÓDIGO POSTAL]

Para ser válida, su solicitud para excluirse del Acuerdo debe realizarse por escrito y debe incluir su nombre (y nombres anteriores, si corresponde), firma, dirección actual, número de teléfono y deberá recitarse el siguiente texto (textualmente) u otras palabras en el mismo efecto:

Deseo excluirme del acuerdo de este caso, *Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.*, Tribunal Superior del condado de Orange, Caso No. 30-2023-01324104-CU-OE-CXC.

Si presenta una solicitud de exclusión por escrito válida y oportuna, ya no será miembro del Colectivo y no será elegible para recibir dinero en virtud del Acuerdo ni objetar los términos del Acuerdo. Sin embargo, usted no estará obligado por los Reclamos Colectivos Liberados, y podrá presentar cualquiera de esos reclamos que pueda tener, a su propio costo, contra Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. Tenga en cuenta que aún

estará obligado por los Reclamos PAGA Liberados, independientemente de que usted se excluya (opte por no participar) del Acuerdo o no. También estará obligado por los Reclamos PAGA Liberados, independientemente de que cobre o no su cheque del Acuerdo por la parte PAGA del Acuerdo.

F. OBJECCIÓN AL ACUERDO Y/O AVISO DE INTENCIÓN DE COMPARECER.

Si no opta por no participar en el Acuerdo, pero cree que es injusto o inadecuado en algún aspecto, puede oponerse al Acuerdo por escrito. Puede oponerse al Acuerdo utilizando el Formulario de Exclusión Voluntaria que está adjunto a esta Notificación. También puede comparecer en la Audiencia de Aprobación Final, ya sea en persona o mediante un abogado, por su cuenta, siempre que notifique al Tribunal su intención de hacerlo.

No es necesario que notifique al Tribunal su intención de comparecer en la Audiencia de Aprobación Final. Todas las objeciones escritas, documentos de respaldo y/o avisos de intención para comparecer en la Audiencia de Aprobación Final deben (a) identificar claramente el nombre y el número del caso (Marquez v. Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc., Caso no. 30 -2023-01324104-CU-OE-CXC, (b) enviarse por correo al Administrador del Acuerdo, [DIRECCIÓN Y CÓDIGO POSTAL DEL ADMINISTRADOR] con matasellos del _____ o antes de 2024.

La objeción escrita debe estar firmada y fechada e incluir su nombre, fechas de empleo como empleado no exento de Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. en California, y una descripción completa del fundamento de la objeción. Un Miembro del Grupo que se oponga al Acuerdo seguirá siendo considerado miembro del Colectivo.

El Administrador del acuerdo proporcionará a los Abogados del grupo cualquier objeción recibida, que los Abogados del grupo presentarán al tribunal.

G. AUDIENCIA DE APROBACIÓN FINAL DEL ACUERDO PROPUESTO.

La Audiencia de Aprobación Final sobre la equidad y adecuación del Acuerdo propuesto está programada para el _____ de 2024 en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd, Santa Ana, CA 92701. La Audiencia de Aprobación Final puede aplazarse sin previo aviso, a menos que haya presentado una objeción oportunamente. No es necesario que usted asista a esta audiencia, a menos que presente una objeción e indique su intención de comparecer.

Cualquier Miembro del Grupo que no haya optado por no participar estará obligado por el Acuerdo aprobado por el Tribunal en la Audiencia de Aprobación Final. Si no se aprueba el Acuerdo, la demanda continuará preparándose para juicio u otra resolución judicial.

H. INFORMACIÓN ADICIONAL.

Esta Notificación solo resume la demanda, el Acuerdo y asuntos relacionados. Los alegatos y otros registros de este litigio, incluido el Acuerdo de Conciliación, pueden examinarse en la oficina del secretario durante el horario laboral, en el Tribunal Superior de Orange, ubicado en 751 West Santa Ana Blvd, Santa Ana, CA 92701. Esos documentos también están disponibles por una pequeña tarifa en el sitio web del Tribunal Superior del condado de Orange: <https://www.occourts.org/online-services/case-access/>

También puede obtener ciertos documentos relacionados con la demanda y el Acuerdo en el sitio web del Administrador del Acuerdo: _____, incluida la Primera Demanda Enmendada operativa, la carta de Notificación de PAGA, el Acuerdo de Conciliación Enmendado, el Paquete de Notificación, la Orden de Aprobación Preliminar y la Aprobación Final y Sentencia. La Sentencia será publicada durante al menos 180 días.

POR FAVOR NO LLAME AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO

Si su dirección cambia o es diferente de la dirección indicada en la primera página de esta Notificación, notifique de inmediato al Administrador del Acuerdo o a los Abogados del Grupo.

FORMULARIO DE EXCLUSIÓN VOLUNTARIA

Marquez v. Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc.
Tribunal Superior del condado de Orange, Caso No. 30-2023-01324104-CU-OE-CXC

<<NOMBRE Y APELLIDO>>

<<DIRECCIÓN>>

<<CIUDAD Y CÓDIGO POSTAL>>

NO ENVÍE ESTE FORMULARIO SI DESEA RECIBIR UNA PARTE DEL DINERO DEL ACUERDO

Deseo excluirme del acuerdo de este caso, *Marquez v. Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc.*, Tribunal Superior del condado de Orange, Caso No. 30-2023-01324104.

Entiendo que al optar por no participar en el Acuerdo, seré excluido del Acuerdo y no recibiré ningún dinero en virtud del Acuerdo para la resolución de los supuestos reclamos colectivos, y mantengo mis derechos de demandar a Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc. por separado por los reclamos que son liberados bajo el Acuerdo.

También entiendo que recibiré una parte de los fondos del acuerdo relacionados con la resolución de presuntos reclamos por sanciones civiles bajo la Ley General de Abogados Particulares ("PAGA") del Código Laboral, y estaré obligado por la liberación de los reclamos bajo la Ley PAGA.

Firma: _____
<<NOMBRE Y APELLIDO>>

Fecha: _____

FORMULARIO DE OBJECCIÓN

Marquez v. Pirozzi Enterprises, LLC y Chef Alessandro Pirozzi, Inc.
Tribunal Superior del condado de Orange, Caso No. 30-2023-01324101-CU-OE-CXC

<<NOMBRE Y APELLIDO>>

<<DIRECCION>>

<<CIUDAD Y CÓDIGO POSTAL>>

Me opongo al Acuerdo de Conciliación por los siguientes motivos (por favor presente documentos adicionales según sea necesario):

Firma: _____
 <<NOMBRE Y APELLIDO>>

Fecha: _____

Exhibit 3

Justian Jusuf – State Bar No. 201507
Email: jjusuf@jusuf-law.com
LAW OFFICE OF JUSTIAN JUSUF, APC
17011 Beach Blvd., Suite 900
Huntington Beach, California 92647
Phone: (714) 274-9815

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,

Plaintiff,

vs.

PIROZZI ENTERPRISES, LLC;
CHEF ALESSANDRO PIROZZI, INC.; and
DOES 1 through 50,

Defendants.

CASE NO.: 30-2023-01324104-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:
Judge: Hon. Melissa R. McCormick
Dept.: CX104

AMENDED SETTLEMENT
AGREEMENT

Complaint Filed: May 9, 2023

1 This Amended Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 Juan Alvarez Marquez (“Plaintiff”) and Defendants Pirozzi Enterprises, LLC and Chef Alessandro
3 Pirozzi, Inc. (“Defendants”) (collectively the “Parties”) with regard the claims asserted against the
4 Defendants in a civil action titled *Juan Alvarez Marquez, individually and on behalf of others*
5 *similarly situated, vs. Pirozzi Enterprises, LLC, Chef Alessandro Pirozzi, Inc., and Does 1-50,*
6 Orange 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 ~~\$74~~,000.00 (~~Seven~~Four 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 ~~\$2023~~,500.00 (Twenty~~-Three~~ Thousand Five Hundred Dollars and
26 Zero Cents), will be allocated Class Members proportionally based on their respective Workweeks
27 during the Class Period. Amounts allocated to Class Members who opt out of the Class shall be
28 re-allocated to Class Members who do not opt out of the Class proportionally based on their

1 respective shares of the Net Settlement Fund.

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

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

7 **II. DEFINITIONS**

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

10 1. "Aggrieved Employees" means those Class Members who were employed by
11 Defendants Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. during the PAGA
12 Period. There are a total of 93 Aggrieved Employees were employed by Defendants a total of
13 1,632 Pay Periods.

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

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

19 Justian Jusuf
20 LAW OFFICE OF JUSTIAN JUSUF, APC
21 17011 Beach Blvd., Suite 900
22 Huntington Beach, CA 92647
23 Phone: (714) 274-9815

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

25 5. "Counsel for Defendants means:

26 Majid Foroozandeh
27 William Caldwell
28 LAW OFFICES OF FOROOZANDEH, APC
29 23461 South Pointe Drive, Suite 385
30 Laguna Hills, CA 92653
31 Phone: (949) 336-8505
32 Fax: (208) 485-5959

33 6. "Effective Date" means the later of the time when: (i) the final approval Order is
34 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~~23,500.00 (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~~4,000.00 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 Class Claims” means any and all class claims asserted in the operative
10 First Amended Complaint (filed July 17, 2023) arising during the Class Period ~~and PAGA Period~~
11 based on the facts alleged therein, including claims for alleged failure to pay at least the minimum
12 wage for all hours worked, failure to provide meal periods, failure to provide rest periods, and
13 failure to provide accurate wage statements, in alleged violations of California Labor Code
14 sections 200, 203, 226, 226.7, 510, 1182.12, 1194, and 1197, and the applicable provisions of
15 Wage Order 4. The Released Class Claims also include the derivative claims restitution under
16 Business and Professions Code section 17200, *et seq.*, ~~and for civil penalties under Labor Code~~
17 ~~Private Attorneys General Act (“PAGA”), Labor Code section 2698, *et seq.* arising during the~~
18 ~~PAGA Period~~, based on the alleged Labor Code violations.

19 16. “Released PAGA Claims” means any and all claims for civil penalties under
20 PAGA asserted in the operative First Amended Complaint (filed July 17, 2023) arising during the
21 PAGA Period based on the facts alleged therein and the notice letter to the LWDA, attached as
22 Exhibit A to the First Amended Complaint, including claims for alleged failure to pay at least the
23 minimum wage for all hours worked, failure to provide meal periods, failure to provide rest
24 periods, and failure to provide accurate wage statements, in alleged violations of California Labor
25 Code sections 200, 203, 226, 226.7, 510, 1182.12, 1194, and 1197.

26 ~~16.17.~~ “Released Parties” means Defendants Pirozzi Enterprises, LLC and Chef
27 Alessandro Pirozzi, Inc., and each of its predecessors in interest, successors in interest,
28 shareholders, directors, officers, managers, employees, and agents.

1 ~~17.18.~~ “Settlement Agreement” or “Settlement” or “Agreement” means the terms and
2 conditions set forth in this Amended Settlement Agreement, which is subject to approval of the
3 Court, pursuant to Rule 3.769 of the California Rules of Court and Labor Code § 2699(l).

4 ~~18.19.~~ “Settlement Fund” means the sum of \$60,000.00 (Sixty Thousand Dollars and Zero
5 Cents) that Defendants agree to pay under the terms of this Agreement. No portion of the
6 Settlement Fund amount shall revert back to Defendants. In addition to the Settlement Fund
7 amount, Defendants shall pay the employer’s portion of payroll taxes on the portion of the
8 settlement payments to Class Members that is attributed as wages under the Settlement.

9 ~~19.20.~~ “Workweek(s)” means the seven calendar days of the payroll cycle during which
10 Class Members were employed by Defendants within the Class Period.

11 **III. PROCEDURAL BACKGROUND**

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

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

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

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

21 5. Shortly after the commencement of the Action, Counsel for the respective parties
22 engaged in numerous and extensive discussions regarding the factual and legal issues involved in
23 the Action, their respective views on the strengths and weaknesses of the claims and defenses, and,
24 more importantly, Defendants’ precarious financial conditions.

25 6. Counsel for Defendants provided information that the restaurant business
26 Defendants are in never recovered from the Covid pandemic, and the rising costs in materials and
27 labor shortage have put significant strains on Defendants’ ability to operate as going concerns.
28 Moreover, Defendants had recently lost approximately \$700,000 (Seven Hundred Thousand

1 Dollars) in credit card sales that Defendants have been unable to collect from their credit card
2 payment processing provider.

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

6 8. Plaintiff and Class Counsel recognize the expense and length of continued
7 proceedings necessary to litigate their disputes through trial and through any possible appeals.
8 Plaintiff and Class Counsel have also taken into account the uncertainty and inherent risks of the
9 outcome of further litigation, the complexities and uncertain merits of their claims and defenses,
10 the collection risks, and the delays inherent in further litigation. Plaintiff and Class Counsel have
11 also taken into account Defendants' agreement to enter into the Settlement that confers substantial
12 benefits to the Class Members. Therefore, Plaintiff and Class Counsel have concluded that the
13 Settlement set forth in this Agreement is a fair, adequate and a reasonable Settlement, and is in the
14 best interests of the Class.

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

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

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

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

26 **A. Preliminary Approval Of Settlement**

27 As soon as practicable, Plaintiffs shall submit this Agreement to the Court for review and
28 its preliminary approval. Such submission shall include such motions, pleadings and evidence as

1 may be required for the Court to determine that the terms of settlement set forth in this Agreement
2 are fair, adequate and reasonable, as required by Rule 3.769 of the California Rules of Court.

3 **B. Settlement Administrator**

4 The Parties have agreed to hire Phoenix Class Action Administration Solutions, a third-
5 party settlement administrator, to administer this Settlement. The Settlement Administrator's fee
6 and expenses are capped at \$6,000.00 (Six Thousand Dollars and Zero Cents), to be paid out the
7 Settlement Fund. A copy of the Notice Packet, the operative First Amended Complaint, the
8 PAGA Notice, the orders granting preliminary and final approval of the Settlement, and other
9 documents as required by the Parties or the Court, shall be posted on the website of the Settlement
10 Administrator for at least 180 days.

11 **C. Notice of Settlement**

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

21 2. As soon as practicable, but no later than 14 (Fourteen) calendar days after
22 receiving the database from Defendants, the Settlement Administrator shall print a Notice Packet,
23 in English and Spanish, and shall mail it to each of the Class Members by U.S. First Class Mail.
24 Prior to the mailing, the Settlement Administrator shall run the Class Members' addresses through
25 a National Change Of Addresses ("NCOA") service, to obtain the most updated address
26 information, and mail the Notice Packet to the most current addresses available. The Settlement
27 Administrator shall also perform a reasonable search for new addresses for any Class Members
28

1 whose mailings were returned by the Post Office as undeliverable, and promptly re-mail the
2 Notice Packet to any such Class Members.

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

5 4. The Notice of Settlement provided to each Class Member shall set forth the
6 individualized estimated amount the Class Member will receive under the Settlement if the Class
7 Member does not opt out of the Settlement, as well as the estimated amount of PAGA settlement
8 allocated to him/her as a Settlement Aggrieved Employee, which will be mailed to him/her
9 whether or not he/she opts out of the Settlement.

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

11 1. Any Class Member who wishes to be excluded from this Settlement must
12 mail to the Settlement Administrator a completed and signed Opt Out Form, which shall be
13 included in the Notice Packet, or a separate written statement expressing his/her desire to be
14 excluded (or opt out) from the Settlement, which must be postmarked no later than 60 (sixty)
15 calendar days after the mailing date of the Notice Packet. The Opt-Out period for those Class
16 Members whose Notice Packets are returned by the post office shall be extended, and starts anew
17 as of the re-mailing of the Notice Packets. Any such written request for exclusion must be
18 submitted during the Opt Out Period and include the name (and former names, if any), signature,
19 current address, telephone number, and shall recite the following language (verbatim) or other
20 words to the same effect:

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

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

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

4 **E. Cooperation**

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

8 **F. Declaration of Compliance**

9 As soon as practicable, but no later than 14 (Fourteen) calendar days following the close of
10 the Opt Out Period, the Settlement Administrator shall provide Class Counsel and Counsel for
11 Defendants with a declaration attesting to completion of the notice process set forth in this
12 Agreement, including an explanation of efforts to resend undeliverable notices returned with
13 forwarding addresses, the number of opt outs, and other information relevant to settlement
14 administration, which declarations shall be filed with the Court by Class Counsel along with their
15 papers requesting final approval of the Settlement.

16 **G. Sufficient Notice**

17 Compliance with the procedures described in this Agreement shall constitute due and
18 sufficient notice to Class Members of this Settlement and the Final Fairness and Approval
19 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of the
20 named Plaintiffs, Class Counsel, Defendants, or Counsel for Defendants to provide notice of the
21 Settlement and the Final Fairness and Approval Hearing.

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

23 1. Deadline for Disputes or Objections

24 Any Class Member wishing to dispute the number of Workweeks or Pay Periods stated in
25 his/her Notice of Settlement, or object to the approval of this settlement shall mail a written
26 dispute or objection to the Settlement Administrator within 60 (Sixty) calendar days from the date
27 of mailing of the Notice Packet. The deadline for submission of disputes or objections Opt-Out
28 period for those Class Members whose Notice Packets are returned by the post office shall be

1 extended, and starts anew as of the re-mailing of the Notice Packets. The Settlement
2 Administrator shall promptly forward a copy of any and all disputes and objections to Class
3 Counsel and Counsel for Defendants. Class Counsel shall file any such disputes and objections.
4 The Settlement Administrator shall make the initial decision regarding claim disputes, subject to
5 review and approval by the Court.

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

8 2. Responses to Objections

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

12 I. Final Fairness and Approval Hearing

13 On the date set forth for the Final Fairness and Approval Hearing in the Order granting
14 preliminary approval of the Settlement, which shall be approximately 120 (one hundred twenty)
15 calendar days after the Court grants preliminary approval of this Agreement, a Final Fairness and
16 Approval Hearing shall be held before the Court in order to consider and determine whether:
17 (i) the Court should give this Agreement final approval; (ii) Class Counsel's application for
18 attorneys' fees and reimbursement of expenses they have incurred should be granted; (iii)
19 application for Enhancement Awards for Plaintiffs; and (iv) any timely objections made and all
20 responses by Class Counsel and Counsel for Defendant to such objections have any merit.

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

24 J. Allocation of Net Settlement Amount

25 1. Subject to Court approval, a sum of \$5,000.00 (Five Thousand Dollars and
26 Zero Cents) of the Settlement Fund shall be allocated as payment for civil penalties under PAGA,
27 75% of which (i.e. \$3,750.00) shall be paid to the LWDA, and the balance of 25% (i.e., \$1,250.00)
28 shall be allocated to Aggrieved Employees proportionally based on their respective Pay Periods

1 during the PAGA Period.

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

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

9 **K. Enhancement Award to Plaintiff**

10 Subject to Court approval, Defendants have agreed to pay as a part of the Settlement Fund,
11 and will not oppose application for, an Enhancement Award in the amount of \$3,500.00 (Three
12 Thousand Five Hundred Dollars and Zero Cents) to Plaintiff, for services he rendered that have
13 resulted in substantial benefits to the Class. The Enhancement Award payment is in addition to
14 whatever payment Plaintiff is otherwise entitled to as a Class Member and as an Aggrieved
15 Employee.

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

17 1. Subject to Court approval, Defendants have agreed to pay as a part of the
18 Settlement Fund, and will not oppose Class Counsel's application for, an award of attorneys' fees
19 in the amount of \$18,000.00 (Eighteen Thousand Dollars and Zero Cents), which represents 30%
20 (Thirty Percent) of the Settlement Fund, and reimbursement of costs and expenses incurred in an
21 amount not to exceed \$~~74~~7,000.00 (~~Seven~~Four Thousand Dollars and Zero Cents), to be paid out of
22 the Settlement Fund.

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

25 **M. Time for Funding**

26 Defendants shall fund the Settlement Fund in six monthly installment payments of
27 \$10,000.00 (Ten Thousand Dollars and Zero Cents) each, with the first payment due within seven
28 (7) calendar days after the Court grants final approval of the Settlement. In addition, Defendants

1 shall include in the final payment the employer's portion of payroll taxes on the portion of
2 settlement payments attributed as wages. All payments shall be made to the Settlement
3 Administrator for the benefit of this Settlement Agreement.

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

6 The wage portions are subject to tax withholding and will be reported on an Internal
7 Revenues Service ("IRS") W-2 Form. The non-wage portions, the portions of civil penalties
8 under PAGA payable to Aggrieved Employees, and the Enhancement Award to Plaintiff are not
9 subject to tax withholdings and will be reported on IRS 1099 Forms. Plaintiff, Class Members,
10 and Aggrieved Employees assume full responsibility and liability for any taxes owed on their
11 payments under this Settlement.

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

17 **N. Uncashed Checks**

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

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

23 **A. No Admission of Liability.**

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

1 **B. Circular 230 Disclaimer**

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

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

20 If the Court for any reason does not approve this Settlement, neither this Agreement nor
21 any of its terms, nor any documents, communications, statements or conduct in the negotiation or
22 drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any
23 individual who requested to be excluded from the Class), Defendants, or their respective counsel,
24 in the Action or any other lawsuit or arbitration.

25 Provided the Court approves this Settlement, the Parties stipulate the Court shall continue
26 to have jurisdiction over this matter to enforce this settlement pursuant to Code of Civil Procedure
27 section 664.6, and this Agreement may be used in any action or proceeding to interpret or to
28 enforce the Settlement, this Agreement or in any action or proceeding related to the Released

1 Claims. In the event of any legal action or proceeding related to, arising out of, or to enforce this
2 Agreement, the prevailing party shall be entitled to recover its, her or his actual attorneys' fees and
3 costs incurred in connection therewith.

4 **D. Nullification.**

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

9 **VII. RELEASE**

10 1. Release of Class Claims: As of the Effective Date, and except as to such
11 rights or claims as may be created by this Amended Settlement Agreement, ~~Plaintiffs~~ Plaintiff and
12 any and all Class Members who do not opt out of the Settlement are deemed to have fully released
13 and discharged the Released Parties from all Released Class Claims.

14 2. Release of PAGA Claims: As of the Effective Date, and except as to such
15 rights or claims as may be created by this Amended Settlement Agreement, Plaintiff and all
16 Aggrieved Employees are deemed to have fully released and discharged the Released Parties from
17 all Released PAGA Claims.

18 **VIII. MISCELLANEOUS PROVISIONS**

19 **A. Warranty.**

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

25 ~~///~~

26 **B. Amendments.**

27 The terms and provisions of this Agreement may be amended only by a written agreement
28 which is both: (1) signed by Plaintiffs, Class Counsel, Defendants, and Counsel for Defendants;

1 and (2) approved by the Court.

2 **C. No Inducements.**

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

8 **D. No Prior Assignment.**

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

13 **E. Counterparts.**

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

17 **F. Successors.**

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

23 **G. Governing Law.**

24 This Settlement Agreement shall be governed by and construed, enforced, and administered
25 in accordance with the laws of the State of California, without regard for the law of the State
26 regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in
27 conjunction with the proceedings relating to or arising out of this Settlement Agreement shall be
28 construed and enforced under, and all issues relating to the preclusive effect of such orders or

1 judgments shall be determined by, the laws of the State of California relating to the construction,
2 enforcement, and preclusive effect of orders and judgments entered by state courts.

3 **H. Regulation.**

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

13 **I. Headings.**

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

16 **J. Integration.**

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

21 **AGREED,**

22 Dated: ~~January~~September __, 2024 PLAINTIFF:

23 _____
24 Juan Alvarez Marquez
25 ~~++~~
26 ~~++~~

27 Dated: ~~January~~September __, 2024 DEFENDANT:

28 PIROZZI ENTERPRISES, LLC

By: _____

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Alessandro Pirozzi
Its: _____President and Authorized
Representative

Dated: ~~January~~September ____, 2024

DEFENDANT:

CHEF ALESSANDRO PIROZZI, INC.

By: _____
Alessandro Pirozzi
Its: _____President and Authorized
Representative

APPROVED AS TO FORM:

Dated: ~~January~~September ____, 2024

LAW OFFICE OF JUSTIAN JUSUF, APC

By: _____
Justian Jusuf

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

Dated: ~~January~~September ____, 2024

LAW OFFICES OF FOROOZANDEH, APC

By: _____
Majid Foroozandeh
William Caldwell

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

Exhibit 4

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.

- Plaintiff Juan Alvarez Marquez ("Plaintiff"), a former employee of Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc. ("Defendants"), has sued 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 Amended 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. Class Counsel will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the dispute. The Settlement Administrator will make the initial decision regarding claim disputes, subject to review and approval by the Court.

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. The wage portions are subject to tax withholding and will be reported on an Internal Revenues Service ("IRS") W-2 Form. The non-wage portions are not subject to tax withholdings and will be reported on IRS 1099 Forms. You assume full responsibility and liability for any taxes owed on you payments under the settlement. 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 \$4,000 (Four 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. Releases.

Release of PAGA Claims: Upon approval of the Court of this settlement and except as to such rights or claims as may be created by the Amended Settlement Agreement, you 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 PAGA Claims, which include any and all claims for civil penalties under PAGA asserted in the operative First Amended Complaint (filed July 17, 2023) arising during the PAGA Period based on the facts alleged therein and the notice letter to the LWDA, attached as Exhibit A to the First Amended Complaint, 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.

Release of Class Claims: 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 Class 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 Class Claims (as described below):

"Released Class Claims" means any and all class 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 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 Class Claims also include the derivative claims restitution under Business and Professions Code section 17200, et seq.

Upon final approval of the Court of this settlement and except as to such rights or claims as may be created by the Amended 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 Class 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 address listed below. Note that the deadline for you to be excluded (opt out) from the Settlement is extended if your Notice is returned by the post office as undeliverable, and remailed by the Settlement Administrator upon locating a new mailing address for you.

[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 Released Class Claims, and may pursue any of those claims you may have, at your own expense, against Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. Please note that you will still be bound by the Released PAGA Claims whether or not you exclude yourself (opt out) from the Settlement. You will also be bound by the Released PAGA Claims whether or not you cash your settlement check for the PAGA portion of the Settlement.

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 object to the Settlement using the Objection Form that accompanies this Notice. 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. You are not required to notify the Court of your intention to appear at the Final Approval Hearing. 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 _____, 2024.

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.

The Settlement Administrator will provide Class Counsel with any objections received, which will be submitted to the Court by Class Counsel.

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/>

You may also obtain certain documents regarding the lawsuit and the Settlement at the Settlement Administrator's website: _____, including the operative First Amended Complaint, the PAGA notice letter, the Amended Settlement Agreement, the Notice Packet, the Preliminary Approval Order, and the Final Approval Order and Judgment. The Judgment will be posted for at least 180 days.

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.

Exhibit 5

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.

- Plaintiff Juan Alvarez Marquez ("Plaintiff"), ~~Aa~~ former employee (~~"Plaintiff"~~) ~~has sued of~~ Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc. ("Defendants"), has sued 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 Amended 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. Class Counsel will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the dispute. The Settlement Administrator will make the initial decision regarding claim disputes, subject to review and approval by the Court.

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. The wage portions are subject to tax withholding and will be reported on an Internal Revenues Service ("IRS") W-2 Form. The non-wage portions are not subject to tax withholdings and will be reported on IRS 1099 Forms. You assume full responsibility and liability for any taxes owed on you payments under the settlement. 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 \$47,000 (~~Seven-Four~~ 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. Releases.

Release of PAGA Claims: Upon approval of the Court of this settlement and except as to such rights or claims as may be created by the Amended Settlement Agreement, you 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 PAGA Claims, which include any and all claims for civil penalties under PAGA asserted in the operative First Amended Complaint (filed July 17, 2023) arising during the PAGA Period based on the facts alleged therein and the notice letter to the LWDA, attached as Exhibit A to the First Amended Complaint, 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.

Release of Class Claims: 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 Class 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 Class Claims (as described below):

"Released Class Claims" means any and all class 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 Class 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 Amended 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 Class 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 listed below. Note that the deadline for you to be excluded (opt out) from the Settlement is extended if your Notice is returned by the post office as undeliverable, and remailed by the Settlement Administrator upon locating a new mailing address for you.

[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 Released Class Claims, the terms of the Settlement, and may pursue any of those claims you may have, at your own expense, against Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc. Please note that you will still be bound by the Released PAGA Claims whether or not you exclude yourself (opt out) from the Settlement. You will also be bound by the Released PAGA Claims whether or not you cash your settlement check for the PAGA portion of the Settlement. -

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 object to the Settlement using the Objection Form that accompanies this Notice. 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. You are not required to notify the Court of your intention to appear at the Final Approval Hearing. 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 _____, 20232024.

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.

The Settlement Administrator will provide Class Counsel with any objections received, which will be submitted to the Court by Class Counsel.

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/>

You may also obtain certain documents regarding the lawsuit and the Settlement at the Settlement Administrator's website: _____, including the operative First Amended Complaint, the PAGA notice letter, the Amended Settlement Agreement, the Notice Packet, the Preliminary Approval Order, and the Final Approval Order and Judgment. The Judgment will be posted for at least 180 days.

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.

Exhibit 6

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

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

Plaintiff,

VS.

PIROZZI ENTERPRISES, LLC;
CHEF ALESSANDRO PIROZZI, INC.; and
DOES 1 through 50,

Defendants.

CASE NO.: 30-2023-01324104-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:
Judge: Hon. Melissa R. McCormick
Dept.: CX104

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND SETTING OF FINAL APPROVAL
HEARING**

Preliminary Approval Hearing:
Date: May 23, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint Filed: May 9, 2023

Trial Date: Not Set

1 Plaintiff JualJuan Alvarez Marquez (“Plaintiff) and Defendants Pirozzi Enterprises, LLC
2 and Chef Alessandro Pirozzi, Inc. (“Defendants”) (collectively the “Parties”) have reached a class
3 action settlement, which includes a settlement of alleged claims for civil penalties under the Labor
4 Code Private Attorneys General Act (“PAGA”), upon the terms and conditions set forth in the
5 Amended Settlement Agreement, (“Settlement Agreement”), a copy of which ~~was submitted on~~
6 February 8, 2024 is attached hereto as Exhibit 1 ~~to the Declaration of Justian Jusuf in support of~~
7 ~~Plaintiff’s motion for preliminary approval of the Settlement.~~

8 The settlement is subject to Court approval, pursuant to Rule 3.769 of the California Rules
9 of Court and Labor Code § 2699(l).

10 After reviewing Plaintiff’s motion for preliminary approval of the settlement, the
11 Settlement Agreement, the proposed Notice Packet (which includes a Notice of Settlement, an
12 Opt-Out Form, and an Objection Form), a copy of which is attached hereto as Exhibit A, and other
13 related documents, and having heard the argument of Counsel for respective parties,

14 IT IS HEREBY ORDERED:

15 1. The Court hereby GRANTS preliminary approval of the class action and PAGA
16 settlement upon the terms and conditions set forth in the Settlement Agreement. The Court
17 preliminary finds that the terms of the proposed class action settlement are fair, reasonable, and
18 adequate.

19 2. Under the Settlement Agreement, Defendants will pay a total sum of \$60,000.00
20 (Sixty Thousand Dollars and Zero Cents) to establish a non-reversionary Settlement Fund to pay
21 for claims of the Class Members who do not opt out of the settlement, civil penalties under
22 PAGA”), Enhancement Award to Plaintiff, the Settlement Administrator’s fee and expenses, and
23 reasonable attorneys’ fees and costs reimbursement to Class Counsel, in exchange for the releases
24 provided therein. Defendants will fund the Settlement Fund in six monthly installment payments
25 of \$10,000.00 (Ten Thousand Dollars and Zero Cents) each, with the first payment due within
26 seven (7) calendar days after the Court grants final approval of the Settlement. In addition,
27 Defendants will pay the employer’s portion of payroll taxes on the portion of the settlement
28 payments to Class Members that is attributed as wages under the Settlement.

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2 2.3. The Court hereby conditionally certifies a Class, for settlement purposes, defined as
3 follows:

4 **Any and all persons who have been employed by Pirozzi Enterprises, LLC and/or**
5 **Chef Alessandro Pirozzi, Inc. as non-exempt employees in California at any time**
6 **during the Class Period, from May 9, 2019 to September 30, 2023.**

7 3.4. The Court hereby preliminarily appoints Plaintiff Juan Alvarez Marquez as Class
8 Representative for settlement purposes.

9 4.5. The Court hereby preliminarily appoints Justian Jusuf of the Law Office of Justian
10 Jusuf APC as Class Counsel for settlement purposes.

11 ~~5. — The Court hereby preliminary finds the Settlement Agreement was the product of~~
12 ~~serious, informed, non-collusive negotiations conducted at arms' length by the Parties. In making~~
13 ~~these preliminary findings, the Court considered the estimate of the Class Members' total~~
14 ~~recovery, Defendants' potential liability, Defendants' financial conditions, the allocation of~~
15 ~~settlement proceeds among Class Members, and the fact that a settlement represents a compromise~~
16 ~~of the Parties' respective positions rather than the result of a finding of liability at trial. The Court~~
17 ~~further preliminary finds that the terms of the Settlement Agreement have no obvious deficiencies~~
18 ~~and do not improperly grant preferential treatment to any individual Class member.~~

19 6. The Court hereby grants preliminary approval of the following amounts to be paid
20 out of the Settlement Fund: \$5,000.00 (Five Thousand Dollars and Zero Cents) in PAGA civil
21 penalties, 75% (\$3,750.00) of which shall be paid to the Labor and Workforce Development
22 Agency, with the remaining 25% (\$1,250.00) shall be paid to the Aggrieved Employees,
23 proportionally based on their respective Pay Periods during the PAGA Period; \$6,000.00 (Six
24 Thousand Dollars and Zero Cents) to the Settlement Administrator (Phoenix Settlement
25 Administrators); \$3,500.00 (Three Thousand Five Hundred Dollars and Zero Cents) in
26 Enhancement Award to Plaintiff for his services as Class Representative; \$18,000.00 (Eighteen
27 Thousand Dollars and Zero Cents), which is 30% (Thirty Percent) of the Settlement Fund, in
28 reasonable attorney's fees to Class Counsel; and actual costs incurred by Class Counsel not to
exceed \$4,000.00 (Four Thousand Dollars and Zero Cents) to Class Counsel.

1 ~~6.7.~~ The Court hereby approves the Notice Packet in the form attached as Exhibit A to
2 the Settlement Agreement, and also attached hereto as Exhibit ~~A to this Preliminary Approval~~
3 ~~Order2~~, which shall be updated with the final approval date and other relevant dates, and
4 ~~translated into Spanish and mailed in English and Spanish to the Class Members by the Settlement~~
5 ~~Administrator~~information, consistent with the Settlement Agreement and this Order.

6 7. — The Court ~~finds that the Notice Packet constitutes the best notice practicable under~~
7 ~~the circumstances and is in full compliance with the laws of the State of California and, to the~~
8 ~~extent applicable, the United States Constitution and the requirements of due process. The Court~~
9 ~~further finds that the Notice of Settlement fully and accurately informs Class members of all~~
10 ~~material elements of the proposed class action and PAGA settlement, of each Class member's~~
11 ~~right to be excluded from the Class, and each Class member's right and opportunity to object to~~
12 ~~the proposed class action settlement.~~

13 8. ~~The Court~~preliminarily approves Phoenix Class Action Administrators to serve as
14 the Settlement Administrator. The Settlement Administrator is ordered to carry out its
15 administration functions as set forth in the Settlement Agreement.

16 9. The Parties are hereby ordered to implement the terms of the Agreement.

17 10. Any Class Member requesting to be excluded from the Settlement Class must
18 submit his or her written request for exclusion no later than 60 (sixty-five) days after the date of
19 the Settlement Administrator's mailing of the Notice Packet, or re-mailing of the Notice Packet for
20 any returned mails. ~~Any Class Member who submits a valid and timely request to be excluded~~
21 ~~from the Settlement shall no longer be a member of the Class, shall not be bound by the terms of~~
22 ~~the Settlement as provided in the Agreement, shall have no right to object to this Settlement, and~~
23 ~~shall receive no benefit from this Settlement.~~

24 11. The Court further orders that each Class Member shall be given full opportunity to
25 object to the proposed class action settlement and to participate at a Final Approval hearing. Any
26 Class member objecting to the proposed class action settlement shall mail such objection to the
27 Settlement Administrator no later than 60 (sixty) calendar days after the date the Settlement
28 Administrator mails the Notice Packet to Class Members. Plaintiff's Counsel shall submit any

1 such objections to the Court. Plaintiff's Counsel and Counsel for Defendants shall file all written
2 responses to any written objections filed by Class Members at least 14 (fourteen) calendar days
3 before the Final Approval hearing, provided, however, that failure to file a written response shall
4 not bar Plaintiff or Defendants from presenting oral argument or evidence concerning such
5 objection at the Final Approval hearing. Class members may appear at the Final Approval
6 Hearing and be heard regarding an objection, irrespective of whether the class member submitted
7 a written objection in advance.

8 12. Any Class Member wishing to dispute the number of Workweeks or Pay Periods
9 stated in his/her Notice of Settlement shall mail a written dispute to the Settlement Administrator
10 within 60 (Sixty) calendar days from the date of mailing of the Notice Packet. The deadline for
11 submission of disputes for those Class Members whose Notice Packets are returned by the post
12 office shall be extended, and starts anew as of the re-mailing of the Notice Packets. The
13 Settlement Administrator shall promptly forward a copy of any and all disputes to Class Counsel
14 and Counsel for Defendants. Class Counsel shall file any such disputes and objections. The
15 Settlement Administrator shall make the initial decision regarding claim disputes, subject to
16 review and approval by the Court.

17 12.13. The **Final Approval Hearing** is set for ~~October 10~~March 13, 2024, at 2:00 p.m.
18 in Department CX104.

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20 13.14. Plaintiff shall file the motion for final approval of the settlement, award of
21 attorneys' fees and costs, award of enhancement award for Plaintiff, and approval of the
22 Settlement Administrator's fee and costs no later than sixteen (16) court days before the final
23 approval hearing. A declaration by the Settlement Administrator of due diligence and proof of
24 mailing with regard to the mailing of the notice shall accompany the motion for final approval of
25 the settlement.

26 15. The Court retain jurisdiction to enforce the settlement pursuant to Civil Procedure
27 Code section 664.6.

28 **IT IS SO ORDERED.**

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Dated: _____

Hon. Melissa R. McCormick
Judge of the Superior Court

Exhibit 7

1 Justian Jusuf – State Bar No. 201507
2 **LAW OFFICE OF JUSTIAN JUSUF, APC**
3 17011 Beach Blvd., Suite 900
4 Huntington Beach, California 92647
5 Phone: (714) 274-9815
6 Fax: (714) 362-3148

7
8 Attorney for Plaintiff JUAN ALVAREZ MARQUEZ,
9 individually and on behalf of others similarly situated
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(CIVIL COMPLEX CENTER)

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

Plaintiff,

vs.

PIROZZI ENTERPRISES, LLC;
CHEF ALESSANDRO PIROZZI, INC.; and
DOES 1 through 50,

Defendants.

CASE NO.: 30-2023-01324104-CU-OE-CXC

CLASS ACTION

Assigned For All Purposes To:

Judge: Hon. Peter Wilson

Dept.: CX101

**STIPULATION AND PROTECTIVE
ORDER – CONFIDENTIAL
DESIGNATION ONLY**

Complaint Filed: May 9, 2023

1 **IT IS HEREBY STIPULATED** by and between Plaintiff Juan Alvarez Marquez
2 (“Plaintiff”) and Defendants Pirozzi Enterprises, LLC and Chef Alessandro Pirozzi, Inc.
3 (“Defendants”) (collectively the “Parties”), by and through their respective counsel of record, that
4 in order to facilitate the exchange of information and documents which may be subject to
5 confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the
6 Parties stipulate as follows:

7 1. In this Stipulation and Protective Order, the words set forth below shall have the
8 following meanings:

9 a. “Proceeding” means the above-entitled proceeding, *Marquez v. Pirozzi*
10 *Enterprises, LLC, et al.*, Orange County Superior Court Case No. 30-2023-01324104-CU-OE-
11 CXC.

12 b. “Court” means the Hon. Peter Wilson, or any other judge to which this
13 Proceeding may be assigned, including Court staff participating in such proceedings.

14 c. “Confidential” means any information which is in the possession of a
15 Designating Party who believes in good faith that such information is entitled to confidential
16 treatment under applicable law.

17 d. “Confidential Materials” means any Documents, Testimony or Information
18 as defined below designated as “Confidential” pursuant to the provisions of this Stipulation and
19 Protective Order.

20 e. “Designating Party” means the Party that designates Materials as
21 “Confidential.”

22 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or
23 make available Confidential Materials, or any part thereof, or any information contained therein.

24 g. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those
25 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been
26 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or
27 summaries of all or any part of the foregoing.

28 h. “Information” means the content of Documents or Testimony.

1 i. “Testimony” means all depositions, declarations or other testimony taken or
2 used in this Proceeding.

3 2. The Designating Party shall have the right to designate as “Confidential” any
4 Documents, Testimony or Information that the Designating Party in good faith believes to contain
5 non-public information that is entitled to confidential treatment under applicable law.

6 3. The entry of this Stipulation and Protective Order does not alter, waive, modify, or
7 abridge any right, privilege or protection otherwise available to any Party with respect to the
8 discovery of matters, including but not limited to any Party’s right to assert the attorney-client
9 privilege, the attorney work product doctrine, or other privileges, or any Party’s right to contest
10 any such assertion.

11 4. Any Documents, Testimony or Information to be designated as “Confidential” must
12 be clearly so designated before the Document, Testimony or Information is Disclosed or produced.
13 The Parties may agree that the case name and number are to be part of the “Confidential”
14 designation. The “Confidential” designation should not obscure or interfere with the legibility of
15 the designated Information.

16 a. For Documents (apart from transcripts of depositions or other pretrial or
17 trial proceedings), the Designating Party must affix the legend “Confidential” on each page of any
18 Document containing such designated Confidential Material.

19 b. For Testimony given in depositions the Designating Party may either:

20 i. identify on the record, before the close of the deposition, all
21 “Confidential” Testimony, by specifying all portions of the Testimony that qualify
22 as “Confidential;” or

23 ii. designate the entirety of the Testimony at the deposition as
24 “Confidential” (before the deposition is concluded) with the right to identify more
25 specific portions of the Testimony as to which protection is sought within 30 days
26 following receipt of the deposition transcript. In circumstances where portions of
27 the deposition Testimony are designated for protection, the transcript pages
28 containing “Confidential” Information may be separately bound by the court

1 reporter, who must affix to the top of each page the legend “Confidential,” as
2 instructed by the Designating Party.

3 c. For Information produced in some form other than Documents, and for any
4 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party
5 must affix in a prominent place on the exterior of the container or containers in which the
6 Information or item is stored the legend “Confidential.” If only portions of the Information or
7 item warrant protection, the Designating Party, to the extent practicable, shall identify the
8 “Confidential” portions.

9 5. The inadvertent production by any of the undersigned Parties or non-Parties to the
10 Proceedings of any Document, Testimony or Information during discovery in this Proceeding
11 without a “Confidential” designation, shall be without prejudice to any claim that such item is
12 “Confidential” and such Party shall not be held to have waived any rights by such inadvertent
13 production. In the event that any Document, Testimony or Information that is subject to a
14 “Confidential” designation is inadvertently produced without such designation, the Party that
15 inadvertently produced the document shall give written notice of such inadvertent production
16 within twenty (20) days of discovery of the inadvertent production, together with a further copy of
17 the subject Document, Testimony or Information designated as “Confidential” (the “Inadvertent
18 Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party that received
19 the inadvertently produced Document, Testimony or Information shall promptly destroy the
20 inadvertently produced Document, Testimony or Information and all copies thereof, or, at the
21 expense of the producing Party, return such together with all copies of such Document, Testimony
22 or Information to counsel for the producing Party and shall retain only the “Confidential”
23 designated Materials. Should the receiving Party choose to destroy such inadvertently produced
24 Document, Testimony or Information, the receiving Party shall notify the producing Party in
25 writing of such destruction within ten (10) days of receipt of written notice of the inadvertent
26 production. This provision is not intended to apply to any inadvertent production of any
27 Information protected by attorney-client or work product privileges. In the event that this
28 provision conflicts with any applicable law regarding waiver of confidentiality through the

1 inadvertent production of Documents, Testimony or Information, such law shall govern.

2 6. In the event that counsel for a Party receiving Documents, Testimony or
3 Information in discovery designated as “Confidential” objects to such designation with respect to
4 any or all of such items, said counsel shall advise counsel for the Designating Party, in writing, of
5 such objections, the specific Documents, Testimony or Information to which each objection
6 pertains, and the specific reasons and support for such objections (the “Designation Objections”).
7 Counsel for the Designating Party shall have thirty (30) days from receipt of the written
8 Designation Objections to either (a) agree in writing to de-designate Documents, Testimony or
9 Information pursuant to any or all of the Designation Objections and/or (b) file a motion with the
10 Court seeking to uphold any or all designations on Documents, Testimony or Information
11 addressed by the Designation Objections (the “Designation Motion”). Pending a resolution of the
12 Designation Motion by the Court, any and all existing designations on the Documents, Testimony
13 or Information at issue in such Motion shall remain in place. The Designating Party shall have the
14 burden on any Designation Motion of establishing the applicability of its “Confidential”
15 designation. In the event that the Designation Objections are neither timely agreed to nor timely
16 addressed in the Designation Motion, then such Documents, Testimony or Information shall be de-
17 designated in accordance with the Designation Objection applicable to such material.

18 7. Access to and/or Disclosure of Confidential Materials designated as “Confidential”
19 shall be permitted only to the following persons:

20 a. the Court;

21 b. (1) Attorneys of record in the Proceedings and their affiliated attorneys,
22 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in
23 the Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned
24 Parties and the paralegal, clerical and secretarial staff employed by such counsel. Provided,
25 however, that each non-lawyer given access to Confidential Materials shall be advised that such
26 Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and
27 Protective Order and that they may not be Disclosed other than pursuant to its terms;

28 c. those officers, directors, partners, members, employees and agents of all

1 non-designating Parties that counsel for such Parties deems necessary to aid counsel in the
2 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of
3 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel
4 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to
5 such person, shall explain that such person is bound to follow the terms of such Order, and shall
6 secure the signature of such person on a statement in the form attached hereto as Exhibit A;

7 d. court reporters in this Proceeding (whether at depositions, hearings, or any
8 other proceeding);

9 e. any deposition, trial or hearing witness in the Proceeding who previously
10 has had access to the Confidential Materials, or who is currently or was previously an officer,
11 director, partner, member, employee or agent of an entity that has had access to the Confidential
12 Materials;

13 f. any deposition or non-trial hearing witness in the Proceeding who
14 previously did not have access to the Confidential Materials; provided, however, that each such
15 witness given access to Confidential Materials shall be advised that such Materials are being
16 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and
17 that they may not be Disclosed other than pursuant to its terms;

18 g. mock jury participants, provided, however, that prior to the Disclosure of
19 Confidential Materials to any such mock jury participant, counsel for the Party making the
20 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall
21 explain that such person is bound to follow the terms of such Order, and shall secure the signature
22 of such person on a statement in the form attached hereto as Exhibit A;

23 h. outside experts or expert consultants consulted by the undersigned Parties
24 or their counsel in connection with the Proceeding, whether or not retained to testify at any oral
25 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such
26 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this
27 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall
28 secure the signature of such person on a statement in the form attached hereto as Exhibit A. It

1 shall be the obligation of counsel, upon learning of any breach or threatened breach of this
2 Stipulation and Protective Order by any such expert or expert consultant, to promptly notify
3 counsel for the Designating Party of such breach or threatened breach;

4 i. any other person that the Designating Party agrees to in writing.

5 8. Confidential Materials shall be used by the persons receiving them only for the
6 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or
7 defending the Proceeding, and not for any business or other purpose whatsoever.

8 9. Any Party to the Proceeding (or other person subject to the terms of this Stipulation
9 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the
10 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

11 10. Entering into, agreeing to, and/or complying with the terms of this Stipulation and
12 Protective Order shall not:

13 a. operate as an admission by any person that any particular Document,
14 Testimony or Information marked "Confidential" contains or reflects trade secrets, proprietary,
15 confidential or competitively sensitive business, commercial, financial or personal information; or

16 b. prejudice in any way the right of any Party (or any other person subject to
17 the terms of this Stipulation and Protective Order):

18 i. to seek a determination by the Court of whether any particular
19 Confidential Material should be subject to protection as "Confidential" under the
20 terms of this Stipulation and Protective Order; or

21 ii. to seek relief from the Court on appropriate notice to all other
22 Parties to the Proceeding from any provision(s) of this Stipulation and Protective
23 Order, either generally or as to any particular Document, Material or Information.

24 11. Any Party to the Proceeding who has not executed this Stipulation and Protective
25 Order as of the time it is presented to the Court for signature may thereafter become a Party to this
26 Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing the
27 same with the Court, and serving copies of such signed and dated copy upon the other Parties to
28 this Stipulation and Protective Order.

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2 12. Any Information that may be produced by a non-Party witness in discovery in the
3 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as
4 “Confidential” under the terms of this Stipulation and Protective Order, and any such designation
5 by a non-Party shall have the same force and effect, and create the same duties and obligations, as
6 if made by one of the undersigned Parties hereto. Any such designation shall also function as
7 consent by such producing Party to the authority of the Court in the Proceeding to resolve and
8 conclusively determine any motion or other application made by any person or Party with respect
9 to such designation, or any other matter otherwise arising under this Stipulation and Protective
10 Order.

11 13. If any person subject to this Stipulation and Protective Order who has custody of
12 any Confidential Materials receives a subpoena or other process (“Subpoena”) from any
13 government or other person or entity demanding production of Confidential Materials, the
14 recipient of the Subpoena shall promptly give notice of the same by electronic mail transmission,
15 followed by either express mail or overnight delivery to counsel of record for the Designating
16 Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the
17 Designating Party may, in its sole discretion and at its own cost, move to quash or limit the
18 Subpoena, otherwise oppose production of the Confidential Materials, and/or seek to obtain
19 confidential treatment of such Confidential Materials from the subpoenaing person or entity to the
20 fullest extent available under law. The recipient of the Subpoena may not produce any
21 Documents, Testimony or Information pursuant to the Subpoena prior to the date specified for
22 production on the Subpoena.

23 14. Nothing in this Stipulation and Protective Order shall be construed to preclude
24 either Party from asserting in good faith that certain Confidential Materials require additional
25 protection. The Parties shall meet and confer to agree upon the terms of such additional
26 protection.

27 15. If, after execution of this Stipulation and Protective Order, any Confidential
28 Materials submitted by a Designating Party under the terms of this Stipulation and Protective

1 Order is Disclosed by a non-Designating Party to any person other than in the manner authorized
2 by this Stipulation and Protective Order, the non-Designating Party responsible for the Disclosure
3 shall bring all pertinent facts relating to the Disclosure of such Confidential Materials to the
4 immediate attention of the Designating Party.

5 16. This Stipulation and Protective Order is entered into without prejudice to the right
6 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any
7 Confidential Materials designated by that Party. If the Designating Party uses Confidential
8 Materials in a non-Confidential manner, then the Designating Party shall advise that the
9 designation no longer applies.

10 17. Where any Confidential Materials, or Information derived from Confidential
11 Materials, is included in any motion or other proceeding governed by California Rules of Court,
12 Rules 2.550 and 2.551, the Party shall follow those rules. With respect to discovery motions or
13 other proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the
14 following shall apply: If Confidential Materials or Information derived from Confidential
15 Materials are submitted to or otherwise disclosed to the Court in connection with discovery
16 motions and proceedings, the same shall be separately filed under seal with the clerk of the Court
17 in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO
18 PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED."

19 18. The Parties shall meet and confer regarding the procedures for use of Confidential
20 Materials at trial and shall move the Court for entry of an appropriate order.

21 19. Nothing in this Stipulation and Protective Order shall affect the admissibility into
22 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to
23 pursue other appropriate judicial action with respect to any ruling made by the Court concerning
24 the issue of the status of Protected Material.

25 20. This Stipulation and Protective Order shall continue to be binding after the
26 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except
27 that a Party may seek the written permission of the Designating Party or may move the Court for
28 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,

1 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
2 Order, even after the Proceeding is terminated.

3 21. Upon written request made within thirty (30) days after the settlement or other
4 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)
5 promptly return to counsel for each Designating Party all Confidential Materials and all copies
6 thereof (except that counsel for each Party may maintain in its files, in continuing compliance with
7 the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading
8 filed with the Court and one copy of each deposition together with the exhibits marked at the
9 deposition), (b) agree with counsel for the Designating Party upon appropriate methods and
10 certification of destruction or other disposition of such Confidential Materials, or (c) as to any
11 Documents, Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a
12 motion seeking a Court order regarding proper preservation of such Materials. To the extent
13 permitted by law the Court shall retain continuing jurisdiction to review and rule upon the motion
14 referred to in sub-paragraph (c) herein.

15 22. After this Stipulation and Protective Order has been signed by counsel for all
16 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set
17 forth herein with regard to any Confidential Materials that have been produced before the Court
18 signs this Stipulation and Protective Order.

19 23. The Parties and all signatories to the Certification attached hereto as Exhibit A
20 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the
21 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event
22 that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation
23 and Protective Order until such time as the Court may enter such a different Order. It is the

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1 Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry
2 so as to allow for immediate production of Confidential Materials under the terms herein.

3 This Stipulation and Protective Order may be executed in counterparts.

4 **IT IS SO STIPULATED.**

5 Dated: August ____, 2023

LAW OFFICE OF JUSTIAN JUSUF, APC

6 By: _____
7 Justian Jusuf

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

10 Dated: August ____, 2023

LAW OFFICES OF FOROOZANDEH, APC

11 By: _____
12 Majid Foroozandeh
William Caldwell

13 Attorneys for Defendants Pirozzi Enterprises,
14 LLC and Chef Alessandro Pirozzi

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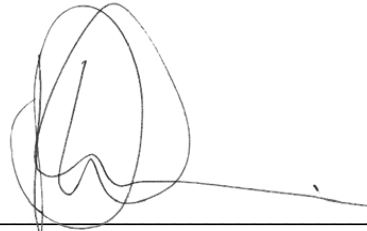
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ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

Dated: August 17, 2023

A handwritten signature in black ink, appearing to be 'P. Wilson', written over a horizontal line.

Hon. Peter Wilson
Judge of the Superior Court

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____[NAME], [POSITION AND EMPLOYER], am about to receive Confidential Materials supplied in connection with the Proceeding, *Marquez v. Pirozzi Enterprises, LLC, et al.*, Orange County Superior Court Case No. 30-2023-01324104-CU-OE-CXC. I certify that I understand that the Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such Materials will be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____.

DATED: _____

BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number