

Authorized by the United States District Court, Central District of California

- Notice of Class Action Settlement -
- This is not a solicitation from a lawyer -

To “Settlement Class Members” (defined as follows):

- All current and former California drivers who performed work for Domino’s under its reimbursement policies from June 26, 2016 through [insert date court grants preliminary approval of settlement] (“Class A Driver Reimbursement Class”).
- All current and former California drivers who performed work for Domino’s Pizza LLC (“Domino’s”) under its piece-rate compensation plan from July 18, 2019 through [insert date court grants preliminary approval of settlement] (“Class A Driver Piece-Rate Class”).
- All current and former hourly-paid, non-exempt California employees (excluding the Class A Driver Classes) who performed work for Domino’s between August 27, 2020 through [insert date court grants preliminary approval of settlement] (“Non-Driver Class”). The Non-Driver Class includes Class B Drivers.

“Participating Settlement Class Members” means all Settlement Class Members who do not submit timely and valid Requests for Exclusion (i.e., “opt out”).

If you are a Participating Settlement Class Member or a PAGA Member (defined below) you could get a money payment from a proposed class and representative action settlement in the case entitled *Edmond Carmona, et al. v. Domino’s Pizza, LLC, a Michigan Corporation; and DOES 1-10*, United States District Court, Central District of California Case No. 08:20-cv-01905-JVS-(JDEx) (the “Action”). This Notice is to tell you about a hearing regarding the proposed settlement and to explain your options in this case. You are entitled to participate in this settlement as a Participating Settlement Class Member. Domino’s will not retaliate or take any adverse action against you whether or not you do nothing, object to the settlement, hire your own attorney, or exclude yourself from the settlement.

Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

Your Legal Rights and Options in This Settlement

1	Do nothing	You will receive an Individual Settlement Payment as described below and you will release your claims against the Released Parties regarding the challenged practices.	<i>See page 6</i>
2	Object	You may write to the Court to say why you do not agree with the proposed settlement. You will still be part of this lawsuit.	<i>See page 6</i>
3	Do nothing but get your own lawyer	You will still be part of this lawsuit, but you can hire your own lawyer to represent you. You must then pay your own lawyer’s fees and costs.	<i>See page 7</i>
4	Opt out	You will not be eligible for an Individual Settlement Payment from the settlement. You will still remain eligible for an Individual PAGA Payment if you qualify as a PAGA Member.	<i>See page 7</i>

Please do not call or write the Court or Domino’s with questions about this lawsuit.

If you have more questions after reading this Notice, see page 8.

What This Case Is About

This case is called *Edmond Carmona, et al. v. Domino's Pizza, LLC, a Michigan Corporation* (United States District Court, Central District of California, Case No. 08:20-cv-01905-JVS-(JDEx). This case is brought against Domino's on behalf of the Settlement Class Members, as defined above.

Plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul Quiroz, Marc Moran, and Santos Fonseca-Romero ("Plaintiffs") allege that Domino's failed to: provide required meal and rest periods, pay all overtime and minimum wages, pay all wages due to discharged and quitting employees, furnish accurate itemized wage statements, and indemnify employees for necessary expenditures incurred in the discharge of duties. Plaintiffs also contend that Domino's engaged in unfair and unlawful business practices and that Settlement Class Members are entitled to penalties under the California Labor Code's Private Attorneys General Act ("PAGA"). Domino's denies all liability for these claims and contends that its employment practices have complied with all applicable state and federal laws at all times. Domino's has asserted a number of factual and legal defenses to Plaintiffs' claims. Nonetheless, without admitting any liability and in the interest of resolving this dispute, Plaintiffs and Domino's have agreed to the settlement described below.

The Court has made no ruling on the merits of Plaintiffs' claims or Domino's' defenses. However, the Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for [MONTH DAY, YEAR], at [TIME] in Courtroom 10C of the United States District Court for the Central District of California, located at Ronald Reagan Federal Building and United States Courthouse, 411 W. 4th St., Santa Ana, CA 92701.

Benefits of the Settlement – What You May Get

Under the terms of the settlement, Domino's has agreed to fund a Class Settlement Amount of \$2,300,000, which is inclusive of the employer's portion of FICA, FUTA, and state and federal payroll taxes.

If you do not timely request to opt-out and you did not previously enter into an individual settlement agreement with Domino's regarding the claims at issue in the Action, you will be issued a share of the settlement amount remaining after settlement administration costs, attorneys' fees, litigation costs, Class Representative Enhancement Payments, and the Labor and Workforce Development Agency ("LWDA") Payment are deducted ("Net Settlement Amount"). The amount allocated to each Participating Settlement Class Member ("Individual Settlement Payment") will be distributed on an individual basis as a fraction of the Net Settlement Amount and based on the number of weeks worked by each individual as follows:

[(Individual Weeks Worked) divided by (Total Weeks Worked by Participating Settlement Class Members)] multiplied by Net Settlement Amount = Individual Settlement Payment]

"Individual Weeks Worked" means the total number of weeks a Participating Settlement Class Member worked at least one day in the Workweek during the Class Period according to the records of Domino's. "Total Weeks Worked" will be the total number of weeks worked by all Participating Settlement Class Members during the Class Period according to Domino's' records.

Each defined class will receive monies per the formula above as follows:

- **Class A Driver Reimbursement Class:** \$75,000 of the Net Settlement Proceeds will be distributed to each Participating Class A Driver Reimbursement Class Member on a pro rata basis according to the number of weeks he or she worked for Domino's between June 26, 2016 and [the date that the Court grants the Motion for Preliminary Approval of the Settlement]. This amount will be allocated as 100% to penalties and interest.
- **Class A Driver Piece-Rate Class:** Fifty Percent (50%) of the Net Settlement Proceeds (after subtraction of the Class A Driver Reimbursement Class Amount) will be distributed to each Participating Piece-Rate Driver Class Member on a pro rata basis according to the number of weeks he or she worked for Domino's between July 28,

2019 and [the date that the Court grants the Motion for Preliminary Approval of the Settlement]. This amount will be allocated as 50% to wages and 50% to penalties and interest.

- **Non-Driver Class:** Fifty Percent (50%) of the Net Settlement Proceeds (after subtraction of the Class A Driver Reimbursement Class Amount) will be distributed to each Participating Non Driver Class Member on a pro rata basis according to the number of weeks he or she worked for Domino's between August 27, 2020 and [the date that the Court grants the Motion for Preliminary Approval of the Settlement]. This amount will be allocated as 90% to wages and 10% to penalties and interest.

Payroll taxes associated with the wage portion of the Individual Settlement Payment shall be deducted from the payments as described above.

According to Domino's records:

- You have a total of [Number] Individual Weeks Worked as a Class A Driver Reimbursement Class Member.
- You have a total of [Number] Individual Weeks Worked as a Class A Driver Piece Rate Class Member.
- You have a total of [Number] Individual Weeks Worked as a Non-Driver Class Member.

Based on these numbers, your estimated Individual Settlement Payment (before tax and other payroll withholdings and deductions) is \$[]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the information listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the information listed above, please submit an explanation and supporting documents showing the correct information to the Settlement Administrator, postmarked no later than [45 days after mailing of Notice] at the following address:

Settlement Administrator
c/o []
XXX XXXXXX
XXXXX, CA 9XXXX
Toll Free 1(888) xxx-xxxx
Email:

In the event of a dispute regarding what information is correct, Domino's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided within ten (10) business days of [Response Deadline].

In order to ensure receipt of your payment, it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address, and you may do so by contacting the Settlement Administrator by mail at the address listed above or by calling its phone number listed in this Notice.

Release

At the end of the case, if the Court grants final approval of the settlement, all Participating Settlement Class Members will give up all rights to sue the Released Parties for the claims covered by the release set forth below. If you have questions concerning the release, you may contact attorneys for the Settlement Class.

Upon the funding of the Class Settlement Amount, each Participating Settlement Class Member, on behalf of himself/herself and his/her heirs and assigns will release Defendant Domino's Pizza LLC, and all of its former and present parents, subsidiaries, affiliates, current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals, both individually and in

their official capacities, past or present, as well as all persons acting by, through, under or in concert with any of these persons or entities (collectively the “Released Parties”) from the following rights or claims (the “Released Class Claims”):

Any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that arise out of the allegations in the Second Amended Consolidated Complaint, or any amendments thereto, during the Class Periods, including unpaid wages, overtime premium pay, meal and rest period premium pay, failure to reimburse business expenses, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to provide required meal periods; (b) failure to provide required rest periods; (c) failure to pay overtime wages; (d) failure to pay minimum wages; (e) failure to pay all wages due to discharged and quitting employees; (f) failure to furnish accurate itemized wage statements; (g) failure to indemnify employees for necessary business expenditures incurred in discharge of duties; (h) unfair and unlawful business practices; and (i) failure to pay straight and overtime compensation. The Released Class Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation, and in particular, California Labor Code §§ 200, 201, 202, 203, 204, 210, 213, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.6, 226.7, 432, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1196, 1197, 1197.1, 1198, 1198.5, 2800, 2802, the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, et seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and 3288; California Industrial Wage Order Nos. 1, 4, 5, 7, 8, 9, and 12; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations. The Released Class Claims do not include any claims for civil penalties under PAGA.

The Released Class Claims shall include all the above claims for the respective class periods for each defined class. (1) the Class A Driver Reimbursement Class Period is from June 26, 2016 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement]; (2) the Class A Driver Piece-Rate Class Period is from July 28, 2019 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement], and (3) the Non-Driver Class Period is from August 27, 2020 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement].

PAGA Members, PAGA Payment and PAGA Release

This settlement also settles Plaintiffs’ alleged PAGA claims for “PAGA Members” (defined as follows):

- **Class A Driver PAGA Members:** All current and former California drivers who performed work for Domino’s under its piece-rate compensation plan from July 14, 2022 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement]; and
- **Non-Driver PAGA Members:** All current and former hourly-paid, non-exempt California employees (excluding the Class A Driver Classes) who performed work for Domino’s from November 8, 2023 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement].;

\$20,000.00 of the Class Settlement Amount shall be designated for satisfaction of Plaintiffs’ and PAGA Members’ claims pursuant to PAGA. Pursuant to PAGA, 75 percent, or \$15,000.00, of this amount shall be paid to the LWDA, and 25 percent, or \$5,000.00 shall be distributed to eligible PAGA Members based on Individual PAGA Pay Periods Worked.

Each PAGA Member’s Individual PAGA Payment will be calculated by dividing that PAGA Member’s Individual PAGA Pay Periods Worked by the Total PAGA Pay Periods Worked of all PAGA Members during the respective PAGA Periods and multiplying this result by 25% of the apportioned Labor and Workforce Development Agency Payment. The Individual PAGA Payment will not be subject to payroll tax withholdings. “Total PAGA Pay Periods Worked” means the total number of pay periods worked by all PAGA Members during the respective PAGA Periods according to Domino’s’ records. “Individual PAGA Pay Periods Worked” means the total number of pay periods in which an individual PAGA Member worked at least one day in the pay period during the respective PAGA Period according to Domino’s’ records.

If granted approval by the court, PAGA Members will be bound by the following PAGA Release, even if they opt out of being a Settlement Class Member.

Upon the funding of the Class Settlement Amount, each PAGA Member, on behalf of himself/herself and his/her heirs and assigns will have released the Released Parties (defined above) from the following rights or claims (the “Released PAGA Claims”):

All claims for civil penalties under PAGA (California Labor Code §§ 2698 et. seq.), in addition to interest, attorneys’ fees, litigation costs, arising out of the allegations in the Second Amended Consolidated Complaint and/or Plaintiffs’ PAGA notices to the LWDA during the PAGA Periods, PAGA penalties based on unpaid wages, overtime premium pay, meal and rest period premium pay, failure to reimburse business expenses, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to provide required meal periods; (b) failure to provide required rest periods; (c) failure to pay overtime wages; (d) failure to pay minimum wages; (e) failure to pay all wages due to discharged and quitting employees; (f) failure to furnish accurate itemized wage statements; (g) failure to indemnify employees for necessary business expenditures incurred in discharge of duties; (h) unfair and unlawful business practices; and (i) failure to pay straight and overtime compensation. The Released PAGA Claims include without limitation claims under any and all applicable statutes, including without limitation, and in particular, California Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.2, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1187, 1194, 1194.2, 1196, 1197, 1197.1, 1198, 1199, 2698 et. seq., 2800, 2802, and California Industrial Wage Order Nos. 1-13, 16, and 17; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations.

The Released PAGA Claims are limited to claims arising during each respective PAGA Period: (1) the Class A Driver PAGA Period is from July 14, 2022 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement]; and (2) the Non-Driver PAGA Period is from November 8, 2023 to [the date that the Court grants the Motion for Preliminary Approval of the Settlement].

According to Domino’s records, you have a total of [Number] Individual PAGA Weeks Worked as a PAGA Member. Based on this number, your estimated Individual PAGA Payment is \$[]. This amount is subject to change based on the final ruling of the Court.

Notice of Hearing in this Case

The Court has allowed Plaintiffs to represent the Settlement Class Members and has given preliminary approval to a proposed settlement. A final hearing to consider the fairness of the proposed settlement is scheduled for [DATE], at [TIME] at the following location:

United States District Court for the Central District of California
Ronald Reagan Federal Building and United States Courthouse
Courtroom 10C
411 W. 4th St.,
Santa Ana, CA 92701

You are not required to attend the final approval hearing. The hearing may be continued or adjourned without further notice to the Settlement Class Members.

Attorneys' Fees and Costs, Administration Costs, and Class Representative Enhancement Payments

Under the terms of the settlement, Plaintiffs' attorneys, Desai Law Firm, P.C. will submit a request to the Court for up to \$766,666.67 (one-third of the Class Settlement Amount) in attorneys' fees and up to \$23,192 in reasonable costs spent in pursuit of this lawsuit.

The Settlement Administrator, ILYM Group, Inc, will seek a payment of up to \$11,000 to cover all costs and fees to administer the settlement. Each Plaintiff will request a Class Representative Enhancement payment of \$15,000 for his time and effort in assisting in the litigation and settlement and for releasing all of his individual claims against Domino's. The Class Representative Enhancement Payments will be in addition to Plaintiffs' Individual Settlement Payment and Individual PAGA Payment.

All amounts requested for fees, costs, enhancements, payments and releases are subject to Court approval at the final approval hearing.

More Information About Your Options and Legal Rights

1 Do Nothing.

If you do nothing, you will stay in this lawsuit and be deemed a Participating Settlement Class Member and you will be issued a money payment from the proposed settlement. This means that you accept the Court's decisions in this case relating to the Settlement Class, and that you cannot bring a separate lawsuit against the Released Parties for the released claims, even if you do not cash, deposit, or otherwise negotiate your settlement check. You do not have to pay for the lawyers who have represented you in this case so far. If you do nothing and you previously settled the alleged claims at issue in the Action through an individual settlement agreement, you will still remain eligible for an Individual PAGA Payment if you qualify as a PAGA Member.

2 Object.

If you are a Settlement Class Member who does not opt out of the settlement, you may write to the Court to say why you do not agree with the proposed settlement.

Your written objection must include:

- The name and case number of this case (*Edmond Carmona, et al. v. Domino's Pizza, LLC* (United States District Court, Central District of California, Case No. 08:20-cv-01905-JVS-(JDEx)).
- Your name;
- Your current address;
- Your telephone number;
- A written statement of the basis of the objection, including any legal support;
- Copies of any papers, briefs, or other documents upon which the objection is based; and
- A statement whether you intend to appear at the Final Approval Hearing; and
- Your signature or the signature of your counsel, if any.

Your objection must be filed with the Court by [DATE]. You may also submit your objection by mailing it to the Court at:

Clerk, United States District Court for the Central District of California
Ronald Reagan Federal Building and United States Courthouse
Courtroom 10C
411 W. 4th St.,
Santa Ana, CA 92701

You also must mail a copy of your objection to the settlement administrator:

Settlement Administrator

1234 Main Street
Anytown, CA 90000
Toll Free 1(888) 123-4567

Participating Settlement Class Members may also appear, either in person or through an attorney, at the Final Approval Hearing to object to the Settlement.

Participating Settlement Class Members who fail to object in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement.

3 Do nothing, but get your own lawyer.

If you want to participate in the proposed settlement and stay in the class action but prefer to have your own attorney, you are free to do so. But, you will have to pay your lawyer's fees and costs.

4 Opt out.

If you do not want to remain a member of the Settlement Class, you can request to be excluded from the Settlement Class (i.e., opt out). You can opt out of the Settlement Class by mailing a written and signed request for exclusion to the Settlement Administrator. **It must be sent by mail and postmarked no later than [DATE].** This request for exclusion must contain the following information: (a) your printed full name (and any other names used while employed by Domino's); (b) your full address and telephone number; and (c) a clear statement that you do not wish to be included in the settlement. This request must be signed by you.

If you opt out of the settlement, you will no longer be a member of the Settlement Class, and you will receive no Individual Settlement Payment from this settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have, if any, against Domino's and you will be free to pursue such claims on an individual basis, if you choose to do so. Please note that if you request to be excluded from the Settlement Class but you are also a PAGA Member, you cannot opt out of the PAGA claim, you will remain bound by the Released PAGA Claims, and you will still receive an Individual PAGA Payment.

Your request for exclusion must be sent by mail and postmarked on or before [DATE] to:

Settlement Administrator

1234 Main Street
Anytown, CA 90000
Toll Free 1(888) 123-4567

To Learn More About This Case

This notice is only a summary. For more information about this case and to review key documents pertaining to the proposed settlement, you may:

Contact the Settlement Administrator:

Settlement Administrator

1234 Main Street
Anytown, CA 90000
Toll Free 1(888) 123-4567
Email:

- OR -

Contact Class Counsel:

DESAI LAW FIRM, PC
Aashish Y. Desai
Adrianne De Castro
3200 Bristol Street, Suite 650
Costa Mesa, California 92626
Telephone: (949) 614-5830
aashish@desai-law.com
adrianne@desai-law.com

You also may inspect the court files in person at the Clerk's Office, located at Ronald Reagan Federal Building and United States Courthouse, 411 W. 4th St., Santa Ana, CA 92701, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, with the exception of federal holidays.

PLEASE DO NOT CALL OR WRITE THE COURT WITH QUESTIONS ABOUT THIS SETTLEMENT OR THE ADMINISTRATION PROCESS.

**BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA**