

EXHIBIT A

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19

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 EDMOND CARMONA, ABRAHAM
23 MENDOZA, ROGER NOGUEIRA,
THOMAS ARRIOLA, BURNETT
24 BRULEE, GYORGY DIAZ, DANIEL
25 ETCHEPARE, RAUL QUIROZ,
SANTOS FONSECA-ROMERO,
26 MARC MORAN, on behalf of
27 themselves and all others similarly
28 situated, and all other aggrieved
employees

CASE NO. 08:20-cv-01905-JVS-(JDEx)

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

FAC filed: April 14, 2025

1
2 Plaintiffs,
3 v.
4 DOMINO’S PIZZA, LLC., a Michigan
5 corporation; and DOES 1-10,
6 Defendants.

7 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

8 This Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
9 Agreement”) is made and entered into by and between plaintiffs Edmond Carmona, Abraham
10 Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare,
11 Raul Quiroz, Marc Moran, and Santos Fonseca-Romero (“Plaintiffs” or “Class
12 Representatives”), as individuals and on behalf of others similarly situated, and defendant
13 Domino’s Pizza LLC (“Domino’s”) (“Defendant” and collectively with Plaintiffs, the
14 “Parties”).

15 Through mediator Joel Grossman, the Parties reached a binding agreement on
16 September 25, 2025, documented in a Memorandum of Understanding (“MOU”) (a true and
17 correct copy of which is attached as **Exhibit A**), to settle the Action (as defined below) on the
18 terms set forth therein and further documented in this Settlement Agreement. The MOU is
19 incorporated into this Settlement Agreement as **Exhibit A**. In the event of any conflict or
20 inconsistency between the terms and provisions of the MOU and those of the Settlement
21 Agreement, the terms and provisions of the Settlement Agreement shall govern.

22 **DEFINITIONS**

23 The following definitions are applicable to this Settlement Agreement. Definitions
24 contained elsewhere in this Settlement Agreement will also be effective:

- 25 1. “Action” means the action entitled *Edmond Carmona, et al. v. Domino’s Pizza, LLC, a*
26 *Michigan Corporation; and DOES 1-10*, Case No. 08:20-cv-01905-JVS-(JDEx).
27 2. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class Counsel for
28 litigation and resolution of the Action, and all reasonable costs incurred and to be

1 incurred by Class Counsel in the Action. Class Counsel will request attorneys' fees in
2 the amount of one-third of the Class Settlement Amount, as defined herein, and actual
3 litigation costs to be paid out of the Class Settlement Amount.

4 3. "Class A Driver PAGA Members" means all current and former California drivers who
5 performed work for Domino's under its piece-rate compensation plan from July 14,
6 2022 through the date that the Court grants the Motion for Preliminary Approval of the
7 Settlement Agreement.

8 4. "Class A Driver PAGA Period" means the period from July 14, 2022 through the date
9 that the Court issues its order granting the Motion for Preliminary Approval of the
10 Settlement.

11 5. "Class A Driver Piece-Rate Class" means all current and former California drivers who
12 performed work for Domino's under its piece-rate compensation plan from July 18,
13 2019 through the date that the Court grants the Motion for Preliminary Approval of the
14 Settlement Agreement.

15 6. "Class A Driver Reimbursement Class" means all current and former California drivers
16 who performed work for Domino's under its reimbursement policies from June 26,
17 2016 through the date that the Court grants the Motion for Preliminary Approval of the
18 Settlement Agreement.

19 7. "Class Counsel" means and includes Aashish Y. Desai and Adrienne De Castro of Desai
20 Law Firm, P.C.

21 8. "Class Counsel Award" means any attorneys' fees, expenses or costs awarded to Class
22 Counsel by the Court.

23 9. "Class List" means a complete list of all Settlement Class Members that Defendant will
24 diligently and in good faith compile from its records and provide to the Settlement
25 Administrator within twenty (20) calendar days after an order granting Preliminary
26 Approval of this Settlement is entered. The Class List will be formatted in Microsoft
27 Office Excel and will include each Class Member's full name; last known addresses;
28 Social Security numbers, if available; the respective number of Workweeks that each

1 Class Member worked during the Class Period; the respective number of PAGA Pay
2 Periods, and the respective number of Individual Reimbursement Weeks Worked
3 according to Defendant's business records.

4 10. "Class Periods" means (1) the period from June 26, 2016 through the date that the Court
5 issues its order granting the Motion for Preliminary Approval of the Settlement
6 ("Reimbursement Class Period"), (2) the period from August 27, 2020 through the date
7 that the Court issues its order granting the Motion for Preliminary Approval of the
8 Settlement ("Non Driver Class Period"), and (3) the period from July 28, 2019 through
9 the date that the Court issues its order granting the Motion for Preliminary Approval of
10 the Settlement ("Piece-Rate Class Period").

11 11. "Class Representative Enhancement Payments" means the amount to be paid to
12 plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola,
13 Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul Quiroz, Marc Moran, and Santos
14 Fonseca-Romero in recognition of their effort and work in prosecuting the Action on
15 behalf of Settlement Class Members, and for their general release of claims. Subject to
16 the Court granting final approval of this Settlement Agreement and subject to the
17 exhaustion of any and all appeals, Defendant will not oppose Plaintiffs' application to
18 the Court for individual Class Representative Enhancement Payments, not to exceed
19 \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) per Plaintiff, to be paid from the
20 Class Settlement Amount, in addition to Plaintiffs' individual settlement payments.

21 12. "Class Settlement Amount" means the non-reversionary gross Settlement Amount that
22 Defendant will be obligated to pay in connection with the Settlement, Two Million
23 Three Hundred Thousand Dollars (\$2,300,000). inclusive of Class Counsels' attorneys'
24 fees, costs and expenses directly related to the Action (which includes all such fees and
25 costs incurred to date, as well as all such fees and costs incurred in documenting the
26 Settlement, securing Court approval of the Settlement, administering the Settlement
27 (including the Settlement Administrator's fees and expenses), and obtaining a dismissal
28 of the Action), and the Class Representative Enhancement Payments. The Class

1 Settlement Amount is paid in full satisfaction of all Released Claims, which covers all
2 of Defendant's liabilities arising from the settlement, including all Individual Settlement
3 Payments to Participating Settlement Class Members, the Class Representative
4 Enhancement Payments to Plaintiffs, the Labor and Workforce Development Agency
5 Payment, the Class Counsel Award (which includes all such fees and costs incurred to
6 date, as well as all such fees and costs incurred in documenting the Settlement, securing
7 Court approval of the Settlement, administering the Settlement (including the Settlement
8 Administrator's fees and expenses), and obtaining a dismissal of the Action), Settlement
9 Administration Costs, and the employer's portion of FICA, FUTA, and all other state
10 and federal payroll taxes. In no event will Defendant be liable for more than the Class
11 Settlement Amount except as otherwise explicitly set forth herein. The Settlement
12 Administrator shall make all employer tax payments on behalf of Defendant.

13 13. "Court" means the United States District Court for the Central District of California.

14 14. "Effective Date" means the later of: (i) if no timely objections are filed, or if filed and
15 withdrawn prior to final approval, the date upon which the Court enters an order granting
16 final approval of the Stipulation of Class Action Settlement and Release; or (ii) if timely
17 objections are filed and not withdrawn, then either five (5) days from the final resolution
18 of any appeals timely filed, or the expiration date of the time for filing or noticing any
19 such appeals, provided that the Settlement is finally approved.

20 15. "Funding Date" means thirty-five (35) calendar days after the Effective Date.

21 16. "Individual Settlement Payment" means each Participating Settlement Class Member's
22 respective share of the Net Settlement Proceeds.

23 17. "Labor and Workforce Development Agency Payment" means the amount that the
24 Parties agree to pay in connection with the Labor Code Private Attorneys General Act
25 of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties agree that Twenty
26 Thousand Dollars (\$20,000.00) of the Class Settlement Amount will be allocated to the
27 resolution of Settlement Class Members' claims arising under PAGA. Pursuant to
28 PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars (\$15,000.00), of the

1 Labor and Workforce Development Agency Payment will be paid to the California
2 LWDA, and Twenty-Five Percent (25%), or Five Thousand Dollars (\$5,000.00), of that
3 Amount will be divided among the PAGA Members according to the formula herein
4 and included in their Individual Settlement Payments, if any.

5 18. "Net Settlement Proceeds" means the amount remaining from the Class Settlement
6 Amount after deducting Plaintiffs' Class Representative Enhancement Payments, Class
7 Counsel Award, payments to the LWDA and PAGA Members under PAGA, and the
8 Settlement Administrator's fees and expenses. The entirety of the Net Settlement
9 Amount will be distributed to Participating Settlement Class Members, as well as
10 PAGA Members. There will be no reversion of the Net Settlement Amount to
11 Defendant.

12 19. "Non-Driver Class" means all current and former hourly-paid, non-exempt California
13 employees (excluding the Class A Driver Classes) who performed work for Domino's
14 between August 27, 2020 through the date that the Court grants the Motion for
15 Preliminary Approval of the Settlement Agreement..

16 20. "Non Driver Class Period" means the period from August 27, 2020 through the date
17 that the Court issues its order granting the Motion for Preliminary Approval of the
18 Settlement.

19 21. "Non-Driver PAGA Members" means all current and former hourly-paid, non-exempt
20 California employees (excluding the Class A Driver Classes) who performed work for
21 Domino's between November 8, 2023 to the present.

22 22. "Non-Driver PAGA Period" means the period from November 8, 2023 through the date
23 that the Court issues its order granting the Motion for Preliminary Approval of the
24 Settlement.

25 23. "Notice of Objection" means a Settlement Class Member's valid and timely written
26 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
27 include: (i) the objector's full name, signature, address, and telephone number, (ii) a
28 written statement of all grounds for the objection accompanied by any legal support for

1 such objection; (iii) copies of any papers, briefs, or other documents upon which the
2 objection is based; and (iv) a statement whether the objector intends to appear at the
3 Fairness Hearing. Any Settlement Class Member who does not submit a timely written
4 objection to the Settlement, or who fails to otherwise comply with the specific and
5 technical requirements of this section, will be foreclosed from objecting to the
6 Settlement and seeking any adjudication or review of the Settlement, by appeal or
7 otherwise.

8 24. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
9 attached as **Exhibit B**.

10 25. “PAGA Members” means all members of the (1) Class A Driver PAGA Members, and
11 (2) Non-Driver PAGA Members.

12 26. “PAGA Periods” means (1) the period from July 14, 2022 through the date that the
13 Court issues its order granting the Motion for Preliminary Approval of the Settlement
14 (“Class A Driver PAGA Period”) and (2) the period from November 8, 2023 through
15 the date that the Court issues its order granting the Motion for Preliminary Approval of
16 the Settlement (“Non-Driver PAGA Period”).

17 27. “Parties” means Plaintiffs and Defendant, collectively.

18 28. “Participating Settlement Class Members” means all Settlement Class Members who
19 do not submit timely and valid Requests for Exclusion.

20 29. “Piece-Rate Class Period” means the period from July 28, 2019 through the date that
21 the Court issues its order granting the Motion for Preliminary Approval of the
22 Settlement.

23 30. “Plaintiffs” means named plaintiffs Edmond Carmona, Abraham Mendoza, Roger
24 Nogueira, Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul
25 Quiroz, Marc Moran, and Santos Fonseca-Romero.

26 31. “Preliminary Approval” means the Court order granting preliminary approval of this
27 Settlement Agreement.

28 32. “Reimbursement Class Period” means the period from June 26, 2016 through the date

1 that the Court issues its order granting the Motion for Preliminary Approval of the
2 Settlement Agreement.

3 33. “Released Class Claims” means any and all wage-and-hour claims, rights, demands,
4 liabilities and causes of action of every nature and description, whether known or
5 unknown, that arise out of the allegations in the Second Amended Consolidated
6 Complaint, or any amendments thereto, during the Class Periods, including unpaid
7 wages, overtime premium pay, meal and rest period premium pay, failure to
8 reimburse business expenses, statutory, constitutional, contractual or common law
9 claims for wages, damages, unpaid costs, penalties, liquidated damages, interest,
10 attorneys’ fees, litigation costs, restitution, or equitable relief, for the following
11 categories of allegations: (a) all claims for failure to provide required meal periods;
12 (b) failure to provide required rest periods; (c) failure to pay overtime wages; (d)
13 failure to pay minimum wages; (e) failure to pay all wages due to discharged and
14 quitting employees; (f) failure to furnish accurate itemized wage statements; (g)
15 failure to indemnify employees for necessary business expenditures incurred in
16 discharge of duties; (h) unfair and unlawful business practices; and (i) failure to
17 pay straight and overtime compensation. The Released Class Claims include
18 without limitation claims meeting the above definition(s) under any and all
19 applicable statutes, including without limitation, and in particular, California
20 Labor Code §§ 200, 201, 202, 203, 204, 210, 213, 218.5, 218.6, 223, 226, 226.2,
21 226.3, 226.6, 226.7, 432, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194,
22 1194.2, 1196, 1197, 1197.1, 1198, 1198.5, 2800, 2802, the California Unfair
23 Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, *et seq.*;
24 California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287 and
25 3288; California Industrial Wage Order Nos. 1, 4, 5, 7, 8, 9, and 12; and any other
26 provision of the California Labor Code or any applicable California Industrial
27 Welfare Commission Wage Orders, in all of their iterations. The Released Class
28 Claims do not include any claims for civil penalties under PAGA.

1 34. “Released PAGA Claims” means all claims for civil penalties under PAGA
2 (California Labor Code §§ 2698 et. seq.), in addition to interest, attorneys’ fees,
3 litigation costs, arising out of the allegations in the Second Amended Consolidated
4 Complaint and/or Plaintiffs’ PAGA notices to the LWDA during the PAGA Periods,
5 PAGA penalties based on unpaid wages, overtime premium pay, meal and rest
6 period premium pay, failure to reimburse business expenses, statutory,
7 constitutional, contractual or common law claims for wages, damages, unpaid
8 costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs,
9 restitution, or equitable relief, for the following categories of allegations: (a) all
10 claims for failure to provide required meal periods; (b) failure to provide required
11 rest periods; (c) failure to pay overtime wages; (d) failure to pay minimum wages;
12 (e) failure to pay all wages due to discharged and quitting employees; (f) failure to
13 furnish accurate itemized wage statements; (g) failure to indemnify employees for
14 necessary business expenditures incurred in discharge of duties; (h) unfair and
15 unlawful business practices; and (i) failure to pay straight and overtime
16 compensation. The Released PAGA Claims include without limitation claims under
17 any and all applicable statutes, including without limitation, and in particular, California
18 Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.2, 226.3, 226.7, 510, 511, 512,
19 551, 552, 558, 558.1, 1174, 1174.5, 1187, 1194, 1194.2, 1196, 1197, 1197.1, 1198,
20 1199, 2698 et. seq., 2800, 2802, and California Industrial Wage Order Nos. 1-13,
21 16, and 17; and any other provision of the California Labor Code or any applicable
22 California Industrial Welfare Commission Wage Orders, in all of their iterations.
23 The Released PAGA Claims are limited to claims arising during the PAGA Periods.

24 35. “Released Parties” means Defendant Domino’s Pizza LLC, and all of its former and
25 present parents, subsidiaries, affiliates, current and former officers, directors,
26 employees, partners, shareholders and agents, and the predecessors and successors,
27 assigns, and legal representatives of all such entities and individuals, both
28 individually and in their official capacities, past or present, as well as all persons acting

1 by, through, under or in concert with any of these persons or entities.

2 36. "Request for Exclusion" means a timely letter submitted by a Settlement Class Member
3 indicating a request to be excluded from the Settlement. The Request for Exclusion
4 must: (i) set forth the name, address, and telephone number of the Settlement Class
5 Member requesting exclusion; (ii) be signed by the Settlement Class Member; (iii) be
6 returned to the Settlement Administrator; (iv) clearly state that the Settlement Class
7 Member does not wish to be included in the Settlement; and (v) be postmarked no later
8 than forty-five (45) calendar days after notice of the Settlement Agreement was mailed
9 based on the records of the Settlement Administrator or before the Response Deadline.

10 37. "Response Deadline" means the deadline by which Settlement Class Members must
11 postmark to the Settlement Administrator Requests for Exclusion, or file Notices of
12 Objection with the Court. The Response Deadline will be forty-five (45) calendar days
13 after notice of the Settlement Agreement was mailed based on the records of the
14 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in
15 which case the Response Deadline will be extended to the next day on which the U.S.
16 Postal Service is open.

17 38. "Settlement Administration Costs" means the reasonable fees and expenses payable
18 from the Class Settlement Amount to the Settlement Administrator for administering
19 this Settlement, including, but not limited to, printing, distributing, and tracking forms
20 for this Settlement, calculating estimated amounts per Class Member, tax reporting and
21 payment, distributing the Labor and Workforce Development Agency Payment, Class
22 Settlement Amount and Class Counsel Award, and providing necessary reports and
23 declarations, and other duties and responsibilities set forth herein to process this
24 Settlement, as requested by the Parties. The Settlement Administration Costs will be
25 paid from the Class Settlement Amount, including, if necessary, any such costs in excess
26 of the amount represented by the Settlement Administrator as being the maximum costs
27 necessary to administer the Settlement.

28 39. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class

1 action settlement administrator agreed upon by the Parties, and approved by the Court
2 for the purposes of administering this Settlement. The Parties each represent that they
3 do not have any financial interest in the Settlement Administrator or otherwise have a
4 relationship with the Settlement Administrator that could create a conflict of interest.

5 40. "Settlement Class Member(s)" or "Settlement Class" means all members of the (1)
6 Class A Driver Reimbursement Class, (2) Class A Driver Piece-Rate Class, and (3)
7 Non-Driver Class.

8 41. "Workweeks" means the seven consecutive days, starting with Sunday, beginning at
9 midnight of that day, worked by Settlement Class Members during the Class Period. For
10 purposes of this Settlement Agreement, time worked in any Workweek shall be counted
11 as an Individual Week Worked.

12 TERMS OF AGREEMENT

13 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as
14 follows:

15 42. Process for Amendment of Complaint:

16 (a) Plaintiffs will file a notice with the LWDA on behalf of the Non-Driver
17 Class which will include all alleged violations of the California Labor
18 Code which are included in the Released PAGA Claims.

19 (b) Shortly thereafter, the Parties shall file a stipulation permitting
20 Plaintiffs to file a Second Amended Consolidated Complaint to add
21 the additional facts and theories alleged in the LWDA Notice, as both
22 class and PAGA claims.

23 43. Preliminary Approval Motion. The Parties agree to present the Settlement for
24 preliminary approval and continued jurisdiction if preliminary approval is granted to the
25 Hon. James V. Selna, United States District Court Judge, in the United States District
26 Court for the Central District of California and to endeavor in good faith to file a Motion
27 for Preliminary Approval, including all executed and necessary exhibits.

28 44. Funding of the Class Settlement Amount. Defendant will make a one-time deposit of

1 the Class Settlement Amount of Two Million Three Hundred Thousand Dollars
2 (\$2,300,000.00) into a Qualified Settlement Fund to be established by the Settlement
3 Administrator on or before the Funding Date. After the Effective Date, the Class
4 Settlement Amount will be used to pay: (i) Individual Settlement Payments; (ii) the
5 Labor and Workforce Development Agency Payment; (iii) the Class Representative
6 Enhancement Payments; (iv) the Class Counsel Award; and (vi) Settlement
7 Administration Costs.

8 45. Non-Reversionary Settlement. Participating Settlement Class Members are entitled to
9 one hundred percent (100%) of the Net Settlement Amount. Defendant maintains no
10 reversionary right to any portion of the Net Settlement Proceeds, including any
11 reduction in the Class Representative Enhancement Payments, Class Counsel Award,
12 the Labor and Workforce Development Agency Payment and the Settlement
13 Administration Costs. If there are any timely submitted opt outs or reduction in the
14 Class Representative Enhancement Payments, Class Counsel Award, the Labor and
15 Workforce Development Agency Payment, and/or the Settlement Administration
16 Costs, the Settlement Administrator shall proportionately increase the Individual
17 Settlement Payments for each Participating Settlement Class Member so that the
18 amount actually distributed to Participating Settlement Class Members equals one
19 hundred percent (100%) of the corresponding Net Settlement Amount.

20 46. Attorneys' Fees and Costs. Plaintiffs' counsel will apply to the Court for attorneys' fees
21 payable to Class Counsel in the amount of one-third of the Class Settlement Amount
22 pursuant to the common fund method, plus costs and expenses. The Settlement
23 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the Class
24 Counsel Award. In consideration of their awarded attorneys' fees and expenses, Class
25 Counsel waive any and all claims to any further attorneys' fees and expenses in
26 connection with the Action. In no event shall Defendant be responsible for paying more
27 than \$2,300,000 (Two Million Three Hundred Thousand Dollars and Zero Cents)
28 in connection with this Settlement Agreement. The amount of attorneys' fees awarded

1 will be at the discretion of the Court.

2 47. Class Representative Enhancement Payment. In exchange for general releases of all
3 known and unknown claims that Plaintiffs Edmond Carmona, Abraham Mendoza,
4 Roger Nogueira, Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul
5 Quiroz, Marc Moran, and Santos Fonseca-Romero may have against Defendant and
6 Released Parties based on their employment with Defendant, and in recognition of their
7 efforts and work in prosecuting the Action on behalf of Settlement Class Members,
8 Plaintiffs will apply for Class Representative Enhancement Payments in an amount not
9 to exceed of Fifteen Thousand Dollars (\$15,000.00) per Plaintiff. The Class
10 Representative Enhancement Payments will be paid from the Class Settlement Amount
11 and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the
12 Settlement Agreement, not to be opposed by Defendant. The Settlement Administrator
13 shall issue an IRS Form 1099 to Plaintiffs reflecting their Class Representative
14 Enhancement Payments. Plaintiffs hereby waive their right to object to or opt out of the
15 agreed-upon settlement.

16 48. Settlement Administration Costs. The Settlement Administrator will be paid for the
17 reasonable costs of administration of the Settlement and distribution of payments from
18 the Class Settlement Amount. These costs, which will be paid from the Class Settlement
19 Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
20 Payments and the payment of all taxes arising from the settlement, the issuing of 1099
21 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Class
22 Settlement Amount and Class Counsel Award, and providing necessary reports and
23 declarations.

24 49. Labor and Workforce Development Agency Payment. Subject to Court approval, the
25 Parties agree that the amount of Twenty Thousand Dollars (\$20,000) from the Class
26 Settlement Amount will be designated for satisfaction of Plaintiffs' and Settlement Class
27 Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen
28 Thousand Dollars (\$15,000), of this sum will be paid to the LWDA and Twenty-Five

1 Percent (25%), or Five Thousand Dollars (\$5,000), will be paid to the PAGA Members.

2 50. Individual Settlement Payment Calculations. The Net Settlement Proceeds will be
3 distributed to each Participating Settlement Class Member on a pro rata basis according
4 to the number of weeks he or she worked for Defendant during the Class Periods
5 according to the formulas set forth herein in Paragraphs 51 - 53.

6 51. Class Member Distribution Formula for Class A Reimbursement Class: \$75,000 of the
7 Net Settlement Proceeds (“Class A Driver Reimbursement Class Amount”) will be
8 distributed to each Participating Class A Driver Reimbursement Class Member on a pro
9 rata basis according to the number of weeks he or she worked for Defendant during the
10 “Reimbursement Class Period” (June 26, 2016 through the date that the Court grants the
11 Motion for Preliminary Approval of the Settlement):

12 a. “Total Reimbursement Weeks Worked” will be the total number of
13 weeks worked by all Participating Class A Driver Reimbursement Class
14 Members during the Reimbursement Class Period according to
15 Defendant’s records. “Individual Reimbursement Weeks Worked” will
16 be the total number of weeks worked by an individual Participating Class
17 A Driver Reimbursement Class Member during the Reimbursement
18 Class Period according to the records of Defendant.

19 b. The “Individual Reimbursement Settlement Payment” will be
20 calculated by dividing a Participating Class A Driver
21 Reimbursement Class Member’s Individual Reimbursement Weeks
22 Worked by the Total Reimbursement Weeks Worked of all
23 Participating Class A Driver Reimbursement Class Members
24 during the Reimbursement Class Period and multiplying this result
25 by \$75,000. This resulting amount will not be subject to tax
26 withholdings.

27 52. Class Member Distribution Formula for Class A Driver Piece-Rate Class: Fifty Percent
28 (50%) of the Net Settlement Proceeds (after subtraction of the Class A Driver

1 Reimbursement Class Amount) will be distributed to each Participating Piece-Rate
2 Driver Class Member on a pro rata basis according to the number of weeks he or she
3 worked for Defendant during the “Piece-Rate Class Period” (July 28, 2019 through the
4 date that the Court grants the Motion for Preliminary Approval of the Settlement):

5 a. “Total Class A Driver Piece Rate Weeks Worked” will be the total
6 number of weeks worked by all Participating Class A Driver Piece-Rate
7 Class Members during the Piece-Rate Class Period according to
8 Defendant’s records. “Individual Class A Driver Piece-Rate Weeks
9 Worked” will be the total number of weeks worked by an individual
10 Participating Class A Driver Piece-Rate Class Member during the Piece-
11 Rate Class Period according to the records of Defendant.

12 b. The “Individual Class A Driver Piece Rate Settlement Payment”
13 will be calculated by dividing a Participating Class A Driver Piece-
14 Rate Class Member’s Individual Driver Piece-Rate Weeks Worked
15 by the Total Weeks Worked of all Participating Class A Driver
16 Piece-Rate Class Members during the Piece Rate Class Period and
17 multiplying this result by Fifty Percent (50%) of the Net Settlement
18 Proceeds (after subtraction of the Class A Driver Reimbursement
19 Class Amount). This resulting amount will be subject to tax
20 withholdings.

21 53. Class Member Distribution Formula for Non Driver Class: Fifty Percent (50%) of the
22 Net Settlement Proceeds (after subtraction of the Class A Driver Reimbursement Class
23 Amount) will be distributed to each Participating Non Driver Class Member on a pro
24 rata basis according to the number of weeks he or she worked for Defendant during the
25 “Non Driver Class Period” (August 27, 2020 through the date that the Court grants the
26 Motion for Preliminary Approval of the Settlement):

27 a. “Total Non Driver Weeks Worked” will be the total number of weeks
28 worked by all Participating Non Driver Class Members during the Non

1 Driver Class Period according to Defendant's records. "Individual Non
2 Driver Weeks Worked" will be the total number of weeks worked by an
3 individual Participating Non Driver Class Member during the Non
4 Driver Class Period according to the records of Defendant.

- 5 b. The "Individual Non Driver Settlement Payment" will be calculated
6 by dividing a Participating Non Driver Class Member's Individual
7 Reimbursement Weeks Worked by the Total Non Driver Weeks
8 Worked of all Participating Non Driver Class Members during the
9 Non Driver Class Period and multiplying this result by Fifty Percent
10 (50%) of the Net Settlement Proceeds (after subtraction of the Class
11 A Driver Reimbursement Class Amount). This resulting amount
12 will be subject to tax withholdings.

13 54. PAGA Member Distribution Formula: 25% of the apportioned PAGA settlement
14 amount will be distributed to each PAGA Member on a pro rata basis according to the
15 number of pay periods he or she worked for Defendant during the respective PAGA
16 Periods (Class A Driver PAGA Period for Class A Driver PAGA Members and the
17 Non-Driver PAGA Period for the Non Driver PAGA Members).

- 18 a. "Total PAGA Pay Periods Worked" will be the total number of pay
19 periods worked by all PAGA Members during the respective PAGA
20 Periods according to Defendant's records. "Individual PAGA Pay
21 Periods Worked" will be the total number of pay periods worked
22 by an individual PAGA Member during the respective PAGA
23 Periods according to the records of Defendant .

- 24 b. The "Individual PAGA Payment" will be calculated by dividing a
25 PAGA Member's Individual PAGA Pay Periods Worked by the
26 Total of the respective PAGA Pay Periods Worked by the respective
27 group of PAGA Members during the respective PAGA Periods and
28 multiplying this result by 25% of the apportioned PAGA settlement

1 amount. This resulting amount will not be subject to tax
2 withholdings.

3 55. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
4 Participating Settlement Class Members under this Settlement, as well as any other
5 payments made pursuant to this Settlement, will not be utilized to calculate any
6 additional benefits under any benefit plans to which any Settlement Class Members may
7 be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans,
8 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
9 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
10 any rights, contributions, or amounts to which any Settlement Class Members may be
11 entitled under any benefit plans. For the avoidance of doubt, no Settlement Class
12 Member shall be entitled to any additional right, contribution or amount under any
13 benefit plan as a result of this Settlement or payments made hereunder.

14 56. Administration Process. The Parties agree to cooperate in the administration of the
15 settlement and to make all reasonable efforts to control and minimize the costs and
16 expenses incurred in administration of the Settlement.

17 57. Delivery of the Class List. Within twenty (20) calendar days of the entry of the Court's
18 order granting Preliminary Approval, Defendant will provide the Class List for
19 Domino's employees to the Settlement Administrator.

20 58. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days after receiving
21 the Class List from Defendant, the Settlement Administrator will mail a Notice Packet
22 to all Settlement Class Members via regular First-Class U.S. Mail, using the most
23 current, known mailing addresses identified in the Class List.

24 59. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
25 Administrator will perform a search based on the National Change of Address Database
26 for information to update and correct for any known or identifiable address changes.
27 Any Notice Packets returned to the Settlement Administrator as non-deliverable on or
28 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to

1 the forwarding address affixed thereto and the Settlement Administrator will indicate
2 the date of such re-mailing on the Notice Packet. If no forwarding address is provided,
3 the Settlement Administrator will promptly attempt to determine the correct address
4 using a skip-trace, or other search using the name, address and/or Social Security
5 number of the Class Member involved, and will then perform a single re-mailing.

6 60. Notice Packets. All Settlement Class Members will be mailed a Notice Packet. Each
7 Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a
8 summary of the Settlement Agreement's principal terms; (iii) the Settlement Class
9 definition; (iv) the Class Members definition; (v) the PAGA Members definition; (vi)
10 the total number of Workweeks each respective Settlement Class Member worked for
11 Defendant during the Class Period based on Defendant's records; (vii) each Settlement
12 Class Member's estimated Individual Settlement Payment and the formula for
13 calculating Individual Settlement Payments; (viii) the dates which comprise the Class
14 Periods; (ix) instructions on how to submit Requests for Exclusion or Notices of
15 Objection; (x) the Individual Weeks Worked dispute procedure; (xi) the deadlines by
16 which the Settlement Class Member must postmark Requests for Exclusion, postmark
17 Notices of Objection to the Settlement, or dispute the number of Individual Weeks
18 Worked; (xii) information regarding Attorneys' Fees and Costs requested by Class
19 Counsel; and (xiii) the claims to be released. The Parties' proposed form of Class Notice
20 is attached hereto as **Exhibit B**.

21 61. Posting of Settlement Agreement on Settlement Administrator's Website. Within ten
22 (10) calendar days of entry of the Preliminary Approval Order, the Settlement
23 Administrator shall post the Settlement Agreement and any other Court-approved forms
24 to its website.

25 62. Disputed Information on Notice Packets. Settlement Class Members will have an
26 opportunity to dispute the information provided in their Notice Packets. To the extent
27 Settlement Class Members dispute their employment dates or the number of
28 Workweeks on record, Settlement Class Members may produce evidence to the

1 Settlement Administrator showing that such information is inaccurate. The Settlement
2 Administrator will decide the dispute. Defendant's records will be presumed correct,
3 but the Settlement Administrator will evaluate the evidence submitted by the Settlement
4 Class Member and will make the final decision as to the merits of the dispute. All
5 disputes will be decided within ten (10) business days of the Response Deadline.

6 63. Objection Procedures. To object to the Settlement Agreement, a Settlement Class
7 Member must file a valid Notice of Objection with the Court on or before the Response
8 Deadline. The Notice of Objection must be signed by the Settlement Class Member and
9 contain all information required by this Settlement Agreement. The filing date will be
10 deemed the exclusive means for determining that the Notice of Objection is timely.
11 Settlement Class Members who fail to object in the manner specified above will be
12 deemed to have waived all objections to the Settlement and will be foreclosed from
13 making any objections, whether by appeal or otherwise, to the Settlement Agreement.
14 Settlement Class Members who file timely Notices of Objection will have a right to
15 appear at the Final Approval Hearing in order to have their objections heard by the
16 Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
17 encourage Settlement Class Members to submit written objections to the Settlement
18 Agreement or appeal from the Order and dismissal. Class Counsel will not represent
19 any Settlement Class Members with respect to any such objections to this Settlement.

20 64. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt out
21 of the Settlement Agreement must sign and postmark a written Request for Exclusion
22 to the Settlement Administrator by the Response Deadline. In the case of Requests for
23 Exclusion that are mailed to the Settlement Administrator, the postmark date will be the
24 exclusive means to determine whether a Request for Exclusion has been timely
25 submitted.

26 65. Cancellation of Settlement Agreement. Within ten (10) calendar days after the
27 Settlement Administrator notifies the Parties of the total number of opt-outs, which the
28 Settlement Administrator will do within 5 calendar days after the close of the opt-out

1 period, Defendant will have the option, in its sole discretion, to void the Settlement
2 Agreement in the event that more than five percent (5%) of Class Members, or a number
3 of Class Members whose share of the Class Settlement Proceeds represents 5% or more
4 of the total, validly opt-out and thus elect not to participate in the Settlement. If
5 Defendant exercises this option, Defendant shall pay all of the costs incurred by the
6 Settlement Administrator. Class Members who, prior or subsequent to the opt-out
7 period, enter into a privately negotiated agreement that includes class-released claims
8 will no longer be eligible as a “Class Member” and will not receive a distribution under
9 this settlement, except if eligible for a payment as a PAGA Member.

10 66. Release of Claims. The Parties agree that it is their intent that the terms set forth in this
11 Settlement Agreement will release any further attempt, by lawsuit, administrative claim
12 or action, arbitration, demand, or other action of any kind by each and all of the: (1)
13 Participating Settlement Class Members with respect to the Released Class Claims; (2)
14 PAGA Members with respect to the Released PAGA Claims; and (3) the Plaintiffs with
15 respect to their release of known and unknown claims.

16 67. Settlement Terms Bind All Settlement Class Members Who Do Not Opt-Out. Any
17 Settlement Class Member who does not affirmatively opt-out of the Settlement
18 Agreement by submitting a timely and valid Request for Exclusion will be bound by all
19 of its terms, including those pertaining to the Released Class Claims, as well as any
20 dismissal or judgment that may be entered by the Court if it grants final approval of the
21 Settlement. The Settlement Agreement shall constitute, and may be pleaded as, a
22 complete and total defense to any Released Class Claims currently pending or if raised
23 in the future. Plaintiffs and Settlement Class Members will release and discharge
24 Released Parties for all Released Class Claims arising during the Class Periods. The
25 memorandum line of each Settlement check shall state: “Class Action Settlement.”

26 68. Settlement Terms Bind All PAGA Members: The PAGA Members, including those
27 who timely and effectively exclude themselves from the Released Class Claims, will
28 release and discharge the Released Parties from the Released PAGA Claims during the

1 respective PAGA Periods.

2 69. General Release by Named Plaintiffs. Upon the Effective Date, in addition to the claims
3 being released by all Participating Settlement Class Members, Plaintiffs Edmond
4 Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee,
5 Gyorgy Diaz, Daniel Etchepare, Raul Quiroz, Marc Moran, and Santos Fonseca-
6 Romero will release and forever discharge the Released Parties, to the fullest extent
7 permitted by law, of and from any and all claims, known and unknown, asserted and
8 not asserted, which Plaintiffs have or may have against the Released Parties, based on
9 their employment with Defendant, as of the date of execution of this Settlement
10 Agreement. The releases include, but are not limited to, all disputes relating to or arising
11 out of any state, local, or federal statute, ordinance, regulation, order, or common law,
12 including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42
13 U.S.C. § 2000(e), *et seq.*; the Civil Rights Act of 1866, as amended, 42 U.S.C. Sections
14 1981, *et seq.*; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor
15 Standards Act of 1939, as amended, 29 U.S.C. § 201, *et seq.* and Code of Federal
16 Regulations; the Orders of the California Industrial Welfare Commission regulating
17 wages, hours and working conditions; the California Fair Employment & Housing Act,
18 as amended, Cal. Govt. Code § 12900, *et seq.*; the California Family Rights Act of 1991,
19 as amended; Cal. Govt. Code § 12945.2; the California Unruh Civil Rights Act, as
20 amended, Cal. Civ. Code § 51, *et seq.*; the California Labor Code (including any claim
21 for civil penalties under the California Labor Code Private Attorneys General Act); the
22 California Government Code; Article 1 of the California Constitution; the Rehabilitation
23 Act of 1973, as amended, 29 U.S.C. § 701 *et seq.*; the Americans with Disabilities Act
24 of 1990, 42 U.S.C. § 12100, *et seq.*; the Family and Medical Leave Act of 1993, 29
25 U.S.C. § 2601, *et seq.* and any state law equivalent; the Employee Retirement Income
26 Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; the National Labor Relations Act, as
27 amended, 29 U.S.C. § 151, *et seq.*; California Business and Professions Code Section
28 17200, *et seq.*, other statutory and common law claims; statutory or common law rights

1 to attorneys' fees and costs, penalties/fines, and/or punitive damages; any action based
2 on contract, quasi-contract, *quantum meruit*, implied contract, tort, wrongful or
3 constructive discharge, breach of the covenant of good faith and fair dealing,
4 defamation, libel, slander, immigration issues, infliction of emotional distress,
5 negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any
6 basis prohibited by statute or public policy, conversion, any interference with business
7 opportunity or with contract or based upon any other theory; and/or similar causes of
8 action. As noted above, to the extent the foregoing release is a release to which Section
9 1542 of the California Civil Code or similar provisions of other applicable law may
10 apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by
11 the provisions of Section 1542 of the California Civil Code or similar provisions of
12 applicable law which are as follows:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
15 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
16 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
17 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
18 DEBTOR OR RELEASED PARTY.

19 Plaintiffs represent that they have not suffered any form of race, sex, age, national origin,
20 disability or other form of discrimination and understand that Defendant is relying on
21 such representation in connection with this settlement. Notwithstanding the provisions
22 of Section 1542, and for the purpose of implementing a full and complete release and
23 discharge of the Released Parties, Plaintiffs expressly acknowledge that this Settlement
24 Agreement is intended to include in its effect, without limitation, all claims which they
25 does not know of or suspect to exist in their favor at the time of signing this Settlement
26 Agreement.

27 70. Certification Reports Regarding Individual Settlement Payment Calculations. The
28 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly

1 report that certifies the number of Settlement Class Members who have submitted valid
2 Requests for Exclusion, objections to the Settlement, and whether any Settlement Class
3 Member has submitted a challenge to any information contained in his or her Notice
4 Packet. Additionally, the Settlement Administrator will provide to counsel for both
5 Parties any updated reports regarding the administration of the Settlement Agreement
6 as needed or requested, as consistent with the terms of the Settlement Agreement.

7 71. Distribution Timing of Individual Settlement Payments. Within 21 calendar days after
8 the Court issues its order granting final approval of the Settlement (“Final Approval”),
9 the Settlement Administrator will calculate the Settlement amount due to each
10 Participating Class Member and PAGA Member based on the formulas set forth herein,
11 and provide said amounts to counsel for Defendant and counsel for Plaintiffs. The
12 Settlement Administrator will distribute the funds in the Settlement Fund within the time
13 period set forth with respect to each category of payment. The Settlement Administrator
14 will also issue a payment to itself for Court-approved services performed in connection
15 with the Settlement.

16 72. Class Counsel Award, Class Representative Enhancement Payments, Individual
17 Settlement Payments, and Labor and Workforce Development Agency Payment: No
18 later than five (5) business days after the Funding Date has been reached and the
19 Plaintiffs/Class Representative and Class Counsel have provided W-9 forms, the
20 Settlement Administrator will issue payments to Class Counsel of the Class Counsel
21 Award and Class Representative Enhancement Payment amounts awarded by the
22 Court, the LWDA Payment Amount, all tax payments required as a result of the
23 settlement, and payments of the Individual Settlement Payment amounts to the
24 Participating Settlement Class Members. The Settlement Administrator will also issue
25 a payment to itself for Court-approved services performed in connection with the
26 Settlement in the amount approved by the Court.

27 73. Un-cashed Settlement Checks. Each member of the Settlement Class who receives an
28 Individual Settlement Payment must cash that check within 120 calendar days from the

1 date the Settlement Administrator mails it. Any funds payable to Settlement Class
2 Members whose checks are not cashed within 120 calendar days after mailing will be
3 promptly transferred by the Settlement Administrator to the Controller of the State of
4 California, Unclaimed Property Fund in the name of the Settlement Class Member. The
5 failure to cash any check within 120 days shall in no way affect the binding nature of
6 the Settlement or the binding nature of any release of claims.

7 74. Certification of Completion. Upon completion of administration of the Settlement, the
8 Settlement Administrator will provide a written declaration under oath to certify such
9 completion to the Court and counsel for all Parties.

10 75. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
11 be allocated as listed below. The portion allocated to wages shall be reported on an IRS
12 Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS
13 Form 1099 by the Settlement Administrator. Participating Settlement Class Members
14 shall be responsible for remitting to state and/or federal taxing authorities any applicable
15 other taxes due on their Individual Settlement Payments.

16 a. "Individual Reimbursement Settlement Payment" to Plaintiffs and
17 Participating Class Members will be allocated as follows: 100% to
18 penalties and interest.

19 b. "Individual Class A Driver Piece Rate Settlement Payment" to
20 Plaintiffs and Participating Class Members will be allocated as
21 follows: fifty percent (50%) to wages and fifty percent (50%) to
22 penalties and interest.

23 c. "Individual Non Driver Settlement Payment" to Plaintiffs and
24 Participating Class Members will be allocated as follows: ninety
25 percent (90%) to wages and ten percent (10%) to penalties and
26 interest.

27 76. Administration of Taxes by the Settlement Administrator. The Settlement
28 Administrator will be responsible for issuing to Plaintiffs, Participating Settlement Class

1 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by
2 law for all amounts paid pursuant to this Settlement. The Settlement Administrator will
3 also be responsible for forwarding all payroll taxes and penalties to the appropriate
4 government authorities.

5 77. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
6 of the payments called for hereunder, and Plaintiffs and Participating Settlement Class
7 Members are not relying on any statement, representation, or calculation by Defendant
8 or by the Settlement Administrator in this regard.

9 78. Circular 230 Disclaimer. Each Party to this agreement (for purposes of this section, the
10 “acknowledging Party” and each Party to this agreement other than the acknowledging
11 Party, an “other Party”) acknowledges and agrees that: (1) no provision of this
12 agreement, and no written communication or disclosure between or among the Parties
13 or their attorneys and other advisers, is or was intended to be, nor will any such
14 communication or disclosure constitute or be construed or be relied upon as, tax advice
15 within the meaning of united states treasury department circular 230 (31 C.F.R. pt. 10,
16 as amended); (2) the acknowledging Party (a) has relied exclusively upon his, her, or its
17 own, independent legal and tax counsel for advice (including tax advice) in connection
18 with this agreement, (b) has not entered into this agreement based upon the
19 recommendation of any other Party or any attorney or advisor to any other Party, and
20 (c) is not entitled to rely upon any communication or disclosure by any attorney or
21 adviser to any other Party to avoid any tax penalty that may be imposed on the
22 acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any
23 limitation that protects the confidentiality of any such attorney’s or adviser’s tax
24 strategies (regardless of whether such limitation is legally binding) upon disclosure by
25 the acknowledging Party of the tax treatment or tax structure of any transaction,
26 including any transaction contemplated by this agreement.

27 79. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
28 that they have not directly or indirectly assigned, transferred, encumbered, or purported

1 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
2 demand, action, cause of action or right herein released and discharged.

3 80. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
4 approve the Settlement as provided herein; or (ii) the Settlement does not become final
5 for any other reason, then this Settlement Agreement, and any documents generated to
6 bring it into effect, will be null and void. Any order or dismissal entered by the Court
7 in furtherance of this Settlement Agreement will likewise be treated as void.

8 81. Waiver of Appeals: The Parties waive all appeals from the Court's approval of the
9 Settlement unless the Court materially modifies the Settlement.

10 82. Termination of Settlement Agreement. The Parties agree to cooperate in good faith to
11 address any issues the Court raises in connection with issuing Preliminary and/or Final
12 Approval of the Settlement. However, Plaintiffs and Defendant will each have the right
13 to unilaterally terminate this Settlement Agreement by providing written notice of their
14 election to do so ("Termination Notice") to all other Parties hereto within ten (10)
15 business days of any of the following occurrences:

16 (a) the Court rejects, materially modifies, materially amends or changes,
17 or declines to issue a Preliminary Approval Order or a Final Approval
18 Order with respect to the Settlement Agreement and does not permit
19 the Parties to remedy any deficiencies the Court identifies; or

20 (b) an appellate court reverses the Final Approval Order, and the
21 Settlement Agreement is not reinstated without material change by the
22 Court on remand; or

23 (c) any court makes material modifications to the Preliminary Approval
24 Order, the Final Approval Order, or the Settlement Agreement, unless
25 the modification(s) is accepted in writing by all Parties, except that,
26 any reduction of the amount awarded as the Class Representative's
27 Enhancement Payment(s) and/or the Class Counsel Award will not be
28 grounds to terminate the Settlement Agreement.

1 83. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
2 request the Preliminary Approval of the Settlement Agreement and the entry of a
3 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
4 those claims not yet certified for settlement purposes only, (ii) preliminary approval of
5 the proposed Settlement Agreement, and (iii) setting a date for a Final
6 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide
7 for the Notice Packet to be sent to all Settlement Class Members as specified herein. In
8 conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
9 Settlement Agreement, which sets forth the terms of this Settlement, and will include
10 the proposed Notice Packet, which will include the proposed Notice of Class Action
11 Settlement, attached as **Exhibit B**. Class Counsel will be responsible for drafting all
12 documents necessary to obtain preliminary approval.

13 84. Final Settlement Approval Hearing: Upon expiration of the deadlines to postmark
14 Requests for Exclusion or objections to the Settlement Agreement, and with the Court's
15 permission, a Final Approval/Settlement Fairness Hearing will be conducted to
16 determine the Final Approval of the Settlement Agreement along with the amounts
17 properly payable for: (i) Individual Settlement Payments; (ii) the Labor and Workforce
18 Development Agency Payment; (iii) the Class Representative Enhancement Payments;
19 (iv) the Class Counsel Award; and (v) all Settlement Administration Costs. The Final
20 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar
21 days after the Response Deadline. Class Counsel will be responsible for drafting all
22 documents necessary to obtain final approval. Class Counsel will also be responsible
23 for drafting the Class Counsel Award application to be heard at the Final Approval
24 /Settlement Fairness Hearing.

25 85. Final Approval and Continued Jurisdiction. Upon final approval of the Settlement by
26 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will
27 request dismissal of the Action with prejudice. After dismissal, the Court will have
28 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and

1 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and
2 (iii) such post-dismissal matters as may be appropriate under court rules or as set forth
3 in this Settlement Agreement.

4 86. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
5 the terms set forth in any attached Exhibits, which are incorporated by this reference as
6 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral
7 part of the Settlement.

8 87. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
9 entirety of the Parties' settlement terms and supersede all prior written or oral
10 agreements between the Parties.

11 88. Amendment or Modification. No amendment, change, or modification to this
12 Settlement Agreement will be valid unless in writing and signed, either by the Parties or
13 their counsel.

14 89. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate
16 this Settlement Agreement and to take all appropriate action required or permitted to be
17 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and
18 to execute any other documents required to effectuate the terms of this Settlement
19 Agreement. The Parties and their counsel will cooperate with each other and use their
20 best efforts to effect the implementation of the Settlement. If the Parties are unable to
21 reach agreement on the form or content of any document needed to implement the
22 Settlement, or on any supplemental provisions that may become necessary to effectuate
23 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
24 such disagreement.

25 90. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
26 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
27 defined.

28 91. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto

1 will be governed by and interpreted according to the laws of the State of California.

2 92. Execution and Counterparts. This Settlement Agreement is subject to the execution of
3 all Parties. The Settlement Agreement may be executed in one or more counterparts. All
4 executed counterparts and each of them, including facsimile and scanned copies of the
5 signature page, will be deemed to be one and the same instrument.

6 93. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
7 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and
8 have arrived at this Settlement after arm's-length negotiations and in the context of
9 adversarial litigation, taking into account all relevant factors, present and potential. The
10 Parties further acknowledge that they are each represented by competent counsel and
11 that they have had an opportunity to consult with their counsel regarding the fairness
12 and reasonableness of this Settlement.

13 94. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any
14 award of attorneys' fees, costs, and expenses as provided herein, Plaintiffs and
15 Defendant hereby waive their right to appeal or seek other judicial review of any order
16 that is materially consistent with the terms of this Settlement Agreement.

17 95. Certification for Settlement Purposes Only. The Parties stipulate to certification, for
18 settlement purposes only, of class or collective claims not yet certified. Defendant in no
19 way admits that such class certification is otherwise proper. The Settlement will not be
20 admissible in any proceeding as evidence that (i) a class or collective should be certified
21 as Plaintiffs have proposed for any claims, including but not limited to any currently
22 non-certified claims; (ii) the Action should proceed on a representative basis pursuant
23 to PAGA; or (iii) Defendant is liable to Plaintiffs or any other individuals they claim to
24 represent in the Action in connection with any claims that were or could have been
25 asserted in the Action.

26 96. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
27 that has arisen between them and to avoid the burden, expense and risk of continued
28 litigation. In entering into this Settlement, Defendant does not admit, and specifically

1 denies, that it violated any federal, state, or local law; violated any regulations or
2 guidelines promulgated pursuant to any statute or any other applicable laws, regulations
3 or legal requirements; breached any contract; violated or breached any duty; engaged in
4 any misrepresentation or deception; or engaged in any other unlawful conduct with
5 respect to its employees. Neither this Settlement Agreement, nor any of its terms or
6 provisions, nor any of the negotiations connected with it, will be construed as an
7 admission or concession by Defendant of any such violations or failures to comply with
8 any applicable law. Except as necessary in a proceeding to enforce the terms of this
9 Settlement, this Settlement Agreement and its terms and provisions will not be offered
10 or received as evidence in any action or proceeding to establish any liability or admission
11 on the part of Defendant or to establish the existence of any condition constituting a
12 violation of, or a non-compliance with, federal, state, local or other applicable law.
13 Defendant's signature on this Settlement Agreement is not, and shall not be construed
14 as an admission of liability.

15 97. No Publicity: The Parties agree not to publicize the Settlement Agreement in any way.
16 No reference to this Settlement, to include any reference to a settlement reached with
17 any operation engaged in the delivery or making of pizzas, will appear in any
18 advertisement, on any website or elsewhere. The Parties and their counsel shall keep
19 this Settlement and its terms confidential except for any and all documents and
20 information which is made a public record as part of the Settlement .

21 98. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
22 or failure to exercise a right or remedy by any of the Parties hereto will be considered to
23 imply or constitute a further waiver by such Party of the same or any other condition,
24 covenant, right or remedy.

25 99. Enforcement Actions. In the event that one or more of the Parties institutes any legal
26 action or other proceeding against any other Party or Parties to enforce the provisions of
27 this Settlement or to declare rights and/or obligations under this Settlement, the
28 successful Party or Parties will be entitled to recover from the unsuccessful Party or

1 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
2 connection with any enforcement actions.

3 100. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
4 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
5 not be construed more strictly against one Party than another merely by virtue of the fact
6 that it may have been prepared by counsel for one of the Parties, it being recognized
7 that, because of the arms-length negotiations between the Parties, all Parties have
8 contributed to the preparation of this Settlement Agreement.

9 101. Representation By Counsel. The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Settlement
11 Agreement, and that this Settlement Agreement has been executed with the advice of
12 counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no
13 liens on the Settlement Agreement.

14 102. All Terms Subject to Final Court Approval. All amounts and procedures described in
15 this Settlement Agreement herein will be subject to final Court approval.

16 103. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
17 faith and execute all documents to the extent reasonably necessary to effectuate the
18 terms of this Settlement Agreement.

19 104. Binding Agreement. The Parties warrant that they understand and have full authority to
20 enter into this Settlement Agreement, and further intend that this Settlement Agreement
21 will be fully enforceable and binding on all Parties, with retention of jurisdiction by the
22 court as provided therein, and agree that it will be admissible and subject to disclosure
23 in any proceeding to enforce its terms.

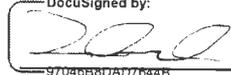
24 105. Because the Participating Settlement Class Members are so numerous, it is impossible
25 or impractical to have each Participating Settlement Class Member execute this
26 Settlement Agreement. If approved by the Court, this Settlement shall have the same
27 force and effect as if this Settlement were executed by each Participating Settlement
28 Class Member with regard to claims released herein.

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READ CAREFULLY BEFORE SIGNING

EDMOND CARMONA

DocuSigned by:



Plaintiff Edmond Carmona

Dated: 11/12/2025

ABRAHAM MENDOZA

Dated: _____

Plaintiff Abraham Mendoza

ROGER NOGUEIRA

Dated: _____

Plaintiff Roger Nogueira

THOMAS ARRIOLA

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Plaintiff Thomas Arriola

BURNETT BRULEE

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Plaintiff Burnett Brulee

GYORGY DIAZ

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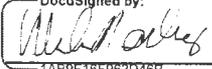
EDMOND CARMONA

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Plaintiff Edmond Carmona

ABRAHAM MENDOZA

Dated: 11/17/2025

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Plaintiff Abraham Mendoza

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Plaintiff Roger Nogueira

THOMAS ARRIOLA

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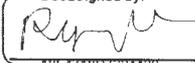
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THOMAS ARRIOLA

Dated: 11/17/2025



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Plaintiff Roger Nogueira

THOMAS ARRIOLA

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Plaintiff Thomas Arriola

BURNETT BRULEE

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Plaintiff Burnett Brulee

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Plaintiff Thomas Arriola

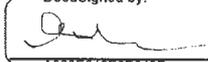
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Plaintiff Burnett Brulee

GYORGY DIAZ

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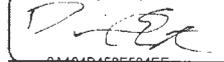
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Dated: 11/12/2025

DANIEL ETCHEPARE

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Plaintiff Daniel Etchepare

RAUL QUIROZ

Dated: _____

Plaintiff Raul Quiroz

SANTOS FONSECA-ROMERO

Dated: _____

Plaintiff Santos Fonseca-Romero

MARC MORAN

Dated: _____

Plaintiff Marc Moran

DEFENDANT DOMINO'S PIZZA LLC

Dated: _____

By Alison Loy, Director, Senior Corporate
Counsel Legal Department

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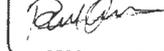
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Plaintiff Daniel Etchepare

RAUL QUIROZ

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Plaintiff Raul Quiroz

SANTOS FONSECA-ROMERO

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Plaintiff Santos Fonseca-Romero

MARC MORAN

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Plaintiff Marc Moran

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Plaintiff Daniel Etchepare

RAUL QUIROZ

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Plaintiff Raul Quiroz

SANTOS FONSECA-ROMERO

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Plaintiff Santos Fonseca-Romero

MARC MORAN

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Plaintiff Marc Moran

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Plaintiff Marc Moran

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Dated: _____

Plaintiff Daniel Etchepare

RAUL QUIROZ

Dated: _____

Plaintiff Raul Quiroz

SANTOS FONSECA-ROMERO

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Plaintiff Santos Fonseca-Romero

MARC MORAN

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Plaintiff Marc Moran

DEFENDANT DOMINO'S PIZZA LLC

Signed by:

Alison Loy

Dated: 11/21/2025

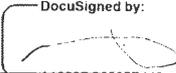
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Counsel Legal Department

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APPROVED AS TO FORM

DESAI LAW FIRM, P.C.

Dated: 11/18/2025

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Aashish Y. Desai
Adrienne De Castro
Attorneys for Plaintiffs Edmond Carmona,
Abraham Mendoza, Roger Nogueira, Thomas
Arriola, Burnett Brulee, Gyorgy Diaz, Daniel
Etchepare, Raul Quiroz, Santos Fonseca-Romero ,
and Marc Moran

DLA PIPER LLP (US)

Dated: 11/21/2025

By: 

Norman Leon
Joseph Piesco
Taylor Wemmer
Attorneys for Defendant
Domino's Pizza LLC

Exhibit A

Memorandum of Understanding

Subject to approval by the United States District Court for the Central District of California (the “Court”), and with the proviso that this Memorandum of Understanding (“MOU”) will be further memorialized in a stipulation of settlement, Plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee, Gygory Diaz, Daniel Etchepare, Raul Quiroz, Marc Moran, and Santos Fonseca-Romero (“Plaintiffs”) and Defendant Domino’s Pizza LLC (“Defendant” or “Domino’s”) hereby agree to the following binding settlement (the “Settlement”) of the class action entitled *EDMOND CARMONA, et al., Plaintiffs, vs. DOMINO’S PIZZA, LLC, a Michigan Corporation, and Does 1-10, Defendants.*, Case No. 08:20-cv-01905-JVS-(JDEx), pending before the Court (the “Lawsuit”). Plaintiffs and Defendant are collectively referred to herein as the “Parties,” and Plaintiffs’ counsel are sometimes referred to herein as “Class Counsel.”

1. The Settlement Class: The Settlement Class shall consist of the following:
 - a. **Class A Driver Reimbursement Class**: All current and former California drivers who performed work for Domino’s under its reimbursement policies from June 26, 2016 through the date that the Court grants the Motion for Preliminary Approval of the Settlement;
 - b. **Class A Driver Piece-Rate Class**: All current and former California drivers who performed work for Domino’s under its piece-rate compensation plan from July 18, 2019 through the date that the Court grants the Motion for Preliminary Approval of the Settlement;
 - c. **Non-Driver 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 to the present.
 - d. **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 through the date that the Court grants the Motion for Preliminary Approval of the Settlement.
 - e. **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 between November 8, 2023 to the present.

The Class A Driver Reimbursement Class, Class A Driver Piece-Rate Class and Non-Driver Class collectively will be referred to as “**Class Members.**”

“**Participating Class Members**” means those Class Members who do not submit a valid and timely request to be excluded from the Settlement Class.

The Class A Driver PAGA Members and Non-Driver PAGA Members collectively will be referred to as “**PAGA Members.**”

2. Maximum Settlement Amount: The Maximum Settlement Amount that Defendant will be obligated to pay in connection with the Settlement is \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents), inclusive of Class Counsels’ attorneys’ fees, costs and expenses directly related to the Lawsuit, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement, administering the settlement (including the Settlement Administrator’s fees and expenses), obtaining a dismissal of the action, the service payments to the class representatives, the payment to the State of California Labor Workforce and

Development Agency (“LWDA”) in connection with the claim for penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”), and the employer’s portion of FICA, FUTA, and all other state and federal payroll taxes. Payments to Class Members will be based upon the workweeks of the Participating Class Members during the respective Class Periods, according to the formula set forth herein. Payments to PAGA Members will be based upon the workweeks of the respective PAGA Members during their respective PAGA Periods, according to the formula set forth below.

3. Class Representative Payments: Defendant will not oppose Plaintiffs’ application to the District Court for individual class representative payments, not to exceed \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) per Plaintiff, to be paid from the Maximum Settlement Amount, in addition to Plaintiffs’ individual settlement payments, in exchange for a full release of claims. Each Plaintiff shall execute a general release of all known and unknown claims they may have against Domino’s and its parents, subsidiaries and affiliated corporations, and the predecessors and successors and all current and former directors, officers and employees of all such entities, based on their employment with Domino’s. A Form 1099 will be issued with respect to their awarded class representative payments. Plaintiffs hereby waive their right to object to or opt-out of the agreed-upon settlement.

4. Attorneys’ Fees and Costs: Defendant will not oppose Plaintiffs’ application to the Court for attorneys’ fees in the amount of one-third of the Maximum Settlement Amount and actual litigation costs to be paid out of the Maximum Settlement Amount. The amount of attorneys’ fees awarded will be at the discretion of the Court. Defendant will issue to Class Counsel a Form 1099 with respect to the attorneys’ fees and costs that the Court awards.

5. Payment to the LWDA: The Parties agree that \$20,000.00 of the Maximum Settlement Amount will be allocated to settle the PAGA claims, and will be distributed as follows: seventy-five percent (75%) of the apportioned PAGA settlement amount (\$15,000.00) will be paid to the LWDA, and the remaining twenty-five percent (25%) (\$5,000.00) will be divided among the PAGA Members according to the formula below and included in their Individual Settlement Payments, if any. PAGA Members will receive a tax Form 1099 for amounts paid under this provision.

6. Net Settlement Proceeds: The amount remaining of the Maximum Settlement Amount after deducting Plaintiffs’ awarded class representative payments, Class Counsels’ awarded attorneys’ fees and costs, payments to the LWDA and PAGA Members under PAGA, and the Settlement Administrator’s fees and expenses

7. Class Member Distribution Formula for 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 Defendant during the “Reimbursement Class Period” (June 26, 2016 through the date that the Court grants the Motion for Preliminary Approval of the Settlement):

- a. “Total Reimbursement Weeks Worked” will be the total number of weeks worked by all Participating Class A Driver Reimbursement Class Members during the Reimbursement Class Period according to

Defendant's records. "Individual Reimbursement Weeks Worked" will be the total number of weeks worked by an individual Participating Class A Driver Reimbursement Class Member during the Reimbursement Class Period according to the records of Defendant.

- b. The "Individual Reimbursement Settlement Payment" will be calculated by dividing a Participating Class A Driver Reimbursement Class Member's Individual Reimbursement Weeks Worked by the Total Reimbursement Weeks Worked of all Participating Class A Driver Reimbursement Class Members during the Reimbursement Class Period and multiplying this result by \$75,000. This resulting amount will not be subject to tax withholdings.

8. Class Member Distribution Formula for Non Driver Class: Fifty Percent (50%) of the Net Settlement Proceeds (after subtraction of the Amount to Class A Driver Reimbursement Class) 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 Defendant during the "Non Driver Class Period" (August 27, 2020 through the date that the Court grants the Motion for Preliminary Approval of the Settlement):

- a. "Total Non Driver Weeks Worked" will be the total number of weeks worked by all Participating Non Driver Class Members during the Non Driver Class Period according to Defendant's records. "Individual Non Driver Weeks Worked" will be the total number of weeks worked by an individual Participating Non Driver Class Member during the Non Driver Class Period according to the records of Defendant.
- b. The "Individual Non Driver Settlement Payment" will be calculated by dividing a Participating Non Driver Class Member's Individual Reimbursement Weeks Worked by the Total Non Driver Weeks Worked of all Participating Non Driver Class Members during the Non Driver Class Period and multiplying this result by Fifty Percent (50%) of the Net Settlement Proceeds (after subtraction of the Amount to Class A Driver Reimbursement Class). This resulting amount will be subject to tax withholdings.

9. Class Member Distribution Formula for Class A Driver Piece-Rate Class: Fifty Percent (50%) of the Net Settlement Proceeds (after subtraction of the Amount to Class A Driver Reimbursement Class) 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 Defendant during the "Piece-Rate Class Period" (July 28, 2019 through the date that the Court grants the Motion for Preliminary Approval of the Settlement):

- a. "Total Class A Driver Piece Rate Weeks Worked" will be the total number of weeks worked by all Participating Class A Driver Piece-Rate Class Members during the Piece-Rate Class Period according to Defendant's records. "Individual Class A Driver Piece-Rate Weeks Worked" will be the total number of weeks worked by an individual

Participating Class A Driver Piece-Rate Class Member during the Piece-Rate Class Period according to the records of Defendant.

- b. The “Individual Class A Driver Piece Rate Settlement Payment” will be calculated by dividing a Participating Class A Driver Piece-Rate Class Member’s Individual Reimbursement Weeks Worked by the Total Weeks Worked of all Participating Class A Driver Piece-Rate Class Members during the Piece Rate Class Period and multiplying this result by Fifty Percent (50%) of the Net Settlement Proceeds (after subtraction of the Amount to Class A Driver Reimbursement Class). This resulting amount will be subject to tax withholdings.

10. PAGA Member Distribution Formula: 25% of the apportioned PAGA settlement amount will be distributed to each PAGA Member on a pro rata basis according to the number of workweeks he or she worked for Defendant during the respective PAGA Periods (“Class A Driver PAGA Period” is July 14, 2022 through the date that the Court grants the Motion for Preliminary Approval of the Settlement and the “Non-Driver PAGA Period” is November 8, 2023 through the date that the Court grants the Motion for Preliminary Approval of the Settlement).

- a. “Total PAGA Weeks Worked” will be the total number of weeks worked by all PAGA Members during the respective PAGA Periods according to Defendant’s records. “Individual PAGA Weeks Worked” will be the total number of weeks worked by an individual PAGA Member during the respective PAGA Periods according to the records of Defendant.
- b. The “Individual PAGA Payment” will be calculated by dividing a PAGA Member’s Individual PAGA Weeks Worked by the Total of the respective PAGA Weeks Worked by the respective group of PAGA Members during the respective PAGA Periods and multiplying this result by 25% of the apportioned PAGA settlement amount. This resulting amount will not be subject to tax withholdings.

11. Tax Allocation:

- a. “Individual Reimbursement Settlement Payment” to Plaintiffs and Participating Class Members will be allocated as follows: 100% to penalties and interest.
- b. “Individual Class A Driver Piece Rate Settlement Payment” to Plaintiffs and Participating Class Members will be allocated as follows: fifty percent (50%) to wages and fifty percent (50%) to penalties and interest.
- c. “Individual Non Driver Settlement Payment” to Plaintiffs and Participating Class Members will be allocated as follows: ninety percent (90%) to wages and ten percent (10%) to penalties and interest.

12. Notice of the Settlement: Each Class Member will be fully advised of the Settlement. Each Class Member will be provided notice of this Settlement, which will include information regarding the nature of the Lawsuit, a summary of the substance of the Settlement, the Class Member definition, a Notice of Individual Weeks Worked, the workweek dispute procedure and time period for submission of a dispute of workweeks, a request for exclusion or objection to the Settlement, the date for the final approval hearing, the formula used for calculating Individual Settlement Payments, and information regarding the Plaintiffs' attorneys' fees' portion of the settlement.

13. Process for Amendment of Complaint and Court Approval:

a. Promptly upon following the execution of this MOU, the Parties will file a request to stay all pending deadlines with the Court while the Parties pursue final approval of the settlement.

b. As soon as practicable after the execution of this MOU, but no later than October 10, 2025, Plaintiffs will file an amended notice with the LWDA on behalf of the Non Driver Class which will include all alleged violations of the California Labor Code which are included in the Released Class Claims as defined below.

c. Shortly thereafter, the Parties shall file a stipulation permitting Plaintiffs to file a Second Amended Consolidated Complaint to add the additional facts and theories alleged in the LWDA Notice, as both class and PAGA claims.

d. Shortly after the filing of the Second Amended Consolidated Complaint, Plaintiffs will move the Court for preliminary approval of the Settlement ("Motion Date"). Plaintiffs shall provide Domino's with a draft of their motion for approval of the Settlement at least one (1) week before the motion is to be filed so that Domino's may confirm the motion is accurate as to the settlement data referenced in the motion.

e. The Parties agree to the appointment of a third-party administrator, to be determined prior to the signing of the long-form settlement agreement, to perform the duties of a Settlement Administrator for the purpose of sending the notice of settlement and issuing payments to Class Members. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by the Settlement have been fully carried out. The Settlement Administrator shall be required to permit the counsel of record or their duly designated agents to inspect and audit, at reasonable times, all payments to Class Members and receipts pertaining to payments to Class Members.

f. Within 20 calendar days after preliminary approval by the Court, Defendant will provide the Settlement Administrator with the names, last known addresses, social security numbers, workweeks, and employment status of the Class Members pursuant to Defendant's business records.

g. Within 21 calendar days after receiving the Class Member information from Defendant, the Settlement Administrator will send notice of the Settlement, the number

of Individual Weeks Worked, and the request for exclusion form (as proposed by the Parties and approved by the Court) to each of the Class Members. The notice will provide the specific definitions of the Class and PAGA groups and information regarding who is eligible for which portions of the settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices. In the event of a dispute regarding the amount of a Class Member's settlement payment or the number of Individual Weeks Worked, Defendant's records will be presumed to be correct, but that presumption may be rebutted by the Class Member's showing. The Settlement Administrator will resolve all such disputes, and the Settlement Administrator's resolution will be binding on all parties.

h. In order to elect not to participate in the Settlement, a Class Member must sign his or her request for exclusion as to the class action and submit it to the Settlement Administrator, post-marked no later than 45 calendar days after notice of the Settlement was mailed based on the records of the Settlement Administrator ("opt-out period"). Any Class Member who does not opt-out of the class action will be deemed to have consented to join the collective action.

i. In order to object to the Settlement, a Class Member must submit his or her objection to the Settlement Administrator no later than 45 calendar days after notice of the Settlement was first mailed based on the records of the Settlement Administrator. A Class Member may also appear, either in person or through an attorney, at the final approval hearing to object to the Settlement.

j. Tolerance of Opt-Outs: If 5% or more of the Class Members, or a number of Class Members whose share of the Class Settlement Proceeds represents 5% or more of the total, validly opt-out and thus elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within 10 calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs, which the Settlement Administrator will do within 5 calendar days after the close of the opt-out period. If Defendant exercises its right to rescind the Settlement under this provision, Defendant shall pay all of the costs incurred by the Settlement Administrator. Class Members who, prior or subsequent to the opt-out period, enter into a privately negotiated agreement that includes class-released claims will no longer be eligible as a "Class Member" and will not receive a distribution under this settlement, except if eligible for a payment as a PAGA Member.

k. If Defendant does not exercise its right to rescind the Settlement based on the number of Class Members who elect not to participate in the Settlement, Class Counsel will promptly move for final approval of the Settlement, which motion will include a request for final approval of an award of the class representative payment and Class Counsels' attorneys' fees and expenses pursuant to the Settlement, which motion and requests Defendant will not oppose as long as it is consistent with the terms of the Parties' Settlement.

l. Within 21 calendar days after the Court issues its order granting final approval of the Settlement ("Final Approval"), the Settlement Administrator will calculate the Settlement amount due to each Participating Class Member and PAGA member based on the formulas set forth herein, and provide said amounts to counsel for Defendant and counsel for Plaintiffs.

m. Within 61 calendar days of Final Approval and the expiration of the time to file appeals or the resolution of any appeals filed, Defendant will deliver to the Settlement Administrator the Maximum Settlement Amount.

i. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void, except that an award of class representative payments or Class Counsels' attorneys' fees and expenses in an amount less than sought will not constitute a failure to grant approval or a material modification.

j. The Parties will work together expeditiously to obtain preliminary and final approval of this Settlement.

14. Disposition of Uncashed Settlement Checks: If a Class Member fails to cash the check for his or her Settlement Share within 120 days after it is mailed to the Class Member, the uncollected monies will be transferred to the Controller of the State of California. Unclaimed Property Fund in the name of the Settlement Class Member whose check was cancelled.

15. Release of Claims:

a. In consideration for their individual class representative payments, as well as their individual settlement payments and the other terms and conditions of the Settlement, each Named Plaintiff, Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee, Gygory Diaz, Daniel Etchepare, Raul Quiroz, Marc Moran, and Santos Fonseca-Romero agree to enter into a general release and release any and all claims against Domino's and its former and current parents, subsidiaries, and affiliated corporations, their officers, directors, employees, partners, contractors, shareholders, agents, insurers, employee benefit plans, and any other successors, assigns, or legal representatives, from any and all federal and state claims, including but not limited to those raised in the Lawsuit, and those arising from or related to his employment with Domino's, whether known or unknown, for the period through and including the date that each Named Plaintiff signs the settlement. Plaintiffs agree and understand that Domino's and Plaintiffs have had a bona fide dispute regarding, *inter alia*, wages owed. Named Plaintiffs also agree to waive their rights under California Civil Code section 1542.

b. The Participating Class Members will release and discharge Domino's, and all of its former and present parents, subsidiaries, and affiliates, and their 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 ("Released Parties"), from 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 during the Class Period (the "Released Class Claims"). The Released Class Claims include without limitation claims 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, 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.

c. The PAGA Members, including those who timely and effectively exclude themselves from the Released Class Claims, will release and discharge the Released Parties from 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 Period. The Released PAGA Claims are limited to claims arising during the PAGA Period.

d. In consideration of their awarded attorneys' fees and expenses, Class Counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit.

16. No Publicity: The Parties agree not to publicize the Settlement in any way. No reference to this settlement, to include any reference to a settlement reached with any operation engaged in the delivery or making of pizzas will appear in any advertisement, on any website or elsewhere. The Parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement.

17. Fair, Adequate, and Reasonable Settlement: The Parties agree that the Settlement is fair and reasonable and will so represent to the Court. In addition, Joel Grossman may, at his discretion, execute a declaration supporting the Settlement and the reasonableness of the Settlement. The Court may, in its discretion, contact Mr. Grossman to discuss the Settlement and whether or not the Settlement is fair and reasonable.

18. Waiver of Appeals: The Parties waive all appeals from the Court's approval of the Settlement unless the Court materially modifies the Settlement.

19. Dismissal of the Action: The Parties agree that, in connection with final approval of the settlement, dismissal of the Lawsuit in its entirety with prejudice will be requested, and that entry of a judgment will not be requested. If necessary, the Parties will request that the Court not enter any judgment. The Parties will request that the Court retain continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by the Settlement have been fully carried out.

20. No Admissions: Defendant makes no admission of liability by entering into this Settlement. Defendant's signature on this MOU is not, and shall not be construed as an admission of liability. The signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it.

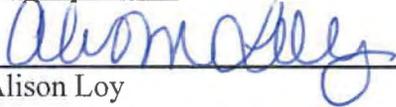
21. Counterparts: This MOU may be signed in counterparts. It is not necessary for all Parties to sign the same document. However, it is void and unenforceable if it is not signed by all Parties.

22. Binding Agreement: The Parties intend that this MOU shall be fully enforceable and binding upon all of the Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. Counsel for Plaintiffs represent that Plaintiffs have authorized them to enter this Settlement and execute this MOU on their behalf.

DATED: September 25, 2025

(Signatures on next pages)

DEFENDANT:



Alison Loy

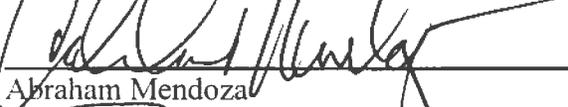


Norman Leon
DLA PIPER LLP (US)
Attorneys for Defendant

PLAINTIFFS AND THE CLASS:



Edmond Carmona



Abraham Mendoza



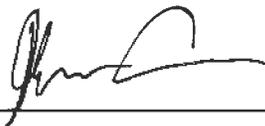
Roger Nogueira



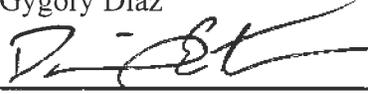
Thomàs Arriola



Burnett Brulee



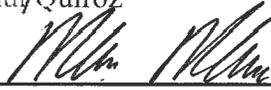
Gygory Diaz



Daniel Etchepare



Raul Quiroz



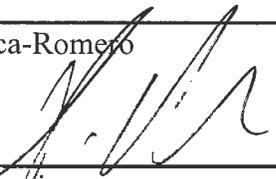
Marc Moran

DocuSigned by:



Santos Fonseca-Romero

0E0B86C2D72C448



Aashish Y. Desai
DESAI LAW FIRM, P.C.
Attorneys for Plaintiffs

Exhibit B

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
Adrienne De Castro
3200 Bristol Street, Suite 650
Costa Mesa, California 92626
Telephone: (949) 614-5830
aashish@desai-law.com
adrienne@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**