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FILED
Superior Court of California
County of Los Angeles
03/06/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Attorneys for Plaintiff Henry De Leon on behalf of
himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Henry De Leon, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

L'Antica Pizzeria da Michelle USA, LLC, a
Corporation; and DOES 1-20, inclusive,

Defendants.

Case No.: 23STCV15952

Assigned For All Purposes To:

Judge: Hon. Elihu M. Berle

Dept.: SSC-6

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: July 10, 2023

Trial Date: None Set

1 This matter came on for hearing on March 3, 2025 at 11:00 a.m. in Department SSC-6 of
2 the above-captioned court on the Motion for an Order Granting Preliminary Approval of Class
3 Action Settlement.

4 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
5 Settlement; the Points and Authorities and Declarations filed in support thereof; the Amended Class
6 Action and PAGA Settlement Agreement ("Settlement Agreement"); Plaintiff's Supplemental
7 Briefing; and the proposed revised Court Approved Notice of Class Action Settlement and Hearing
8 Date for Final Approval ("Class Notice"); and in recognition of the Court's duty to make a
9 preliminary determination as to the reasonableness of any proposed class action settlement, and if
10 preliminarily determined to be reasonable, to ensure proper notice is provided to class members in
11 accordance with due process requirements, and to set a Final Fairness Hearing to consider the
12 proposed settlement as to the good faith, fairness, adequacy and reasonableness of any proposed
13 settlement, **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

14 The Court finds on a preliminary basis that the Settlement Agreement, incorporated in full
15 by this reference and made part of this Order Granting Preliminary Approval of Class Action
16 Settlement, appears to be in the range of reasonableness of a settlement which could ultimately be
17 given final approval by this Court. The Court notes that Defendant L'Antica Pizzeria da Michelle
18 USA, LLC. ("Defendant") has agreed to pay a non-reversionary Gross Settlement Amount of
19 \$167,500 which amount will be fully funded and paid out by Defendant provided certain conditions
20 of the Settlement Agreement are met. Included within the Gross Settlement Amount is a Net
21 Settlement Amount in the amount of approximately \$72,666.67. Defendant will pay out the entirety
22 of the Net Settlement Amount to Participating Class Members. It appears to the Court on a
23 preliminary basis that the settlement amount is fair and reasonable to the Class when balanced
24 against the probable outcome of further litigation relating to class certification, liability and damages
25 issues and potential appeals. It further appears that significant investigation, research, and litigation
26 has been conducted such that counsel for the parties at this time are able to reasonably evaluate their
27 respective positions. It further appears that settlement at this time will avoid substantial costs, delay,
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1 and risks that would be presented by the further prosecution of the litigation. It further appears that
2 the proposed settlement has been reached as the result of intensive, serious, and non-collusive
3 negotiations between the parties.

4 **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR AN ORDER**
5 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
6 **GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY**
7 **ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT**
8 **PURPOSES ONLY, AND THAT CHRISTOPHER A. ADAMS, LEVON YEPREMIAN, VACHE**
9 **A. THOMASSIAN, AND CASPAR JIVALAGIAN OF KJT LAW GROUP LLP, BE**
10 **CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL.**

11 **MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:**

12 The Class provisionally certified by this Order for settlement purposes is as follows:

13 “Class Member” and “Settlement Class Members” means all current and former persons
14 employed by Defendants in California as non-exempt employees at any time during the Class
15 Period. “Class Period” means the period from the period from July 10, 2019 to September 1, 2024.

16 The Court finds that (a) the Class is so numerous that joinder of all Class Members is
17 impracticable; (b) The claims of Plaintiff Henry De Leon (“Plaintiff”) are typical of the Class
18 Members’ claims; (c) there are questions of law and fact common to the Class, which predominate
19 over any questions affecting only individual Class Members; and (d) class certification is superior to
20 other available methods for the fair and efficient adjudication of the controversy and to effectuate
21 the Settlement.

22 The Court finds that the proposed, revised Class Notice (attached hereto as Exhibit A)
23 comports with all constitutional requirements including those of due process.

24 The Court further finds that the proposed, revised Class Notice adequately advises the Class
25 about: (a) the terms of the proposed Settlement and the benefits available to each Class Member; (b)
26 each Class Member’s right to object to and/or opt out of the Settlement and the timing and
27 procedures for doing so; (c) the temporary and conditional certification of the Class for settlement
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1 purposes only; (d) preliminary Court approval of the proposed Settlement; (e) timing and
2 procedures for distributing the settlement funds to the Participating Class Members; and (f) the date
3 of the Final Fairness Hearing as well as the rights of members of the Class to file documentation in
4 support of or in opposition to and appear in connection with said hearing.

5 **ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES**
6 **THE PROPOSED NOTICE TO THE CLASS AND FINDS** that mailing to the last known address
7 to members of the Class, as specifically described within the Settlement Agreement, constitutes an
8 effective method of notifying Class Members of their rights with respect to the Class Action and
9 proposed Settlement.

10 **ACCORDINGLY, IT IS HEREBY ORDERED** that:

11 The Class is provisionally certified as a class as defined above.

12 **IT IS FURTHER ORDERED** that by no later than March 24, 2025, Defendant shall provide
13 the Settlement Administrator with (i) each Class Member's full name; (ii) each Class Member's last
14 known address; (iii) each Class Member's last known telephone number; (iv) each Class Member's
15 Social Security number; and (v) each Class Member's start and end dates of employment in a non-
16 exempt position in California.

17 **IT IS FURTHER ORDERED** that by no later than April 7, 2025, the Settlement
18 Administrator shall exercise its best judgment to determine the current mailing address for each
19 Class Member and then mail the Class Notice to the Class by First Class, regular U.S. mail, postage
20 pre-paid, using the most current mailing address available. In the event that a Class Notice is
21 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
22 will re-send the Class Notice to the forwarding address affixed thereto. If no forwarding address is
23 provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes
24 called, "Skip Traces" or "Credit Header" searches, to locate a better address. If a better address is
25 found, the Settlement Administrator will promptly re-send the Class Notice. If, at any time prior to
26 the opt out deadline, a Class Member contacts the Settlement Administrator, or if Class Counsel
27 does so on his or her behalf, to advise of a change in address, the Class Notice will be re-mailed to
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1 the address the Class Member (or Class Counsel) provides. In the event the procedures set forth
2 herein are followed and the intended recipient of a Class Notice still does not receive the Class
3 Notice, the intended recipient will be a Class Member and will be bound by all terms of the
4 Settlement and the Order of Final Approval entered by the Court.

5 **IT IS FURTHER ORDERED** that any Request for Exclusion must be postmarked or
6 delivered no later than June 6, 2025 to be valid.

7 **IT IS FURTHER ORDERED** that any dispute submitted by a Class Member regarding the
8 weeks of employment credited to that Class Member under the proposed Settlement must be
9 postmarked no later than June 6, 2025 to be considered.

10 **IT IS FURTHER ORDERED** that Class Notice will provide that Class Members who wish to
11 object to the Settlement must send to the Settlement Administrator a written statement objecting to
12 the Settlement, no later than June 6, 2025. Such objection must: contain a statement of the Class
13 Member's objections, a statement advising if the objecting Class Member plans to address the Court
14 at the Settlement Fairness Hearing, and any legal briefs, papers or memoranda the objecting Class
15 Member proposes to submit to the Court. The Settlement Administrator shall file all such
16 objections with the Court prior to the Final Fairness Hearing.

17 **IT IS FURTHER ORDERED** that the Final Fairness Hearing shall be held before the
18 undersigned on July 8, 2025 at 9:00 a.m., in Department 6 of the Superior Court for the State of
19 California County of Los Angeles, located at 312 N Spring Street, Los Angeles, CA 90012 or via
20 LACourtConnect, to consider the fairness, adequacy and reasonableness of the proposed
21 Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the
22 application of Class Counsel for an award of reasonable attorneys' fees and costs, and the Class
23 Representative Service Payment.

24 **IT IS FURTHER ORDERED** that pending final determination of whether this proposed
25 Settlement should be granted final approval, no member of the Class, either directly or
26 representatively, or in any other capacity, shall commence or prosecute any action or proceeding
27 asserting any of the Released Class Claims against the Released Parties, as defined in the Settlement
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1 Agreement.

2 **IT IS FURTHER ORDERED** that any Party to this case, including any Class Member, in
3 person or by counsel, may be heard, to the extent allowed by the Court, in support of, or in
4 opposition to, the Court's determination of the good faith, fairness, reasonableness and adequacy of
5 the proposed Settlement, the requested attorneys' fees and costs, the requested Class Representative
6 Service Award, and any Order of Final Approval and Judgment regarding such Settlement, fees,
7 costs and enhancement.

8 **IT IS FURTHER ORDERED** that all briefs regarding the Settlement shall be served and filed
9 in accordance with the following briefing schedule: All briefs and materials in support of an Order
10 of Final Approval and application for attorneys' fees and costs shall be filed with this Court on or
11 before May 7, 2025. Response briefs, if any, in opposition to objections shall be filed with this
12 Court no later than June 27, 2025. The Settlement Administrator's report shall be filed be with this
13 Court no later than June 27, 2025. Any objections to the Settlement and briefs regarding such
14 objections shall be filed with this Court and served in accordance with the Settlement Agreement no
15 later than 45 days, after the first mailing of the Class Notices.

16 **IT IS FURTHER ORDERED** that, in the event of final approval and the occurrence of the
17 Effective Settlement Date, all Participating Class Members, and their successors, shall conclusively
18 be deemed to have given full releases of the Released Claims against the Released Parties, and all
19 Class Members (other than opt outs) and their successors, shall be permanently enjoined and
20 forever barred from asserting any Released Claims against any Released Party as described by the
21 Settlement Agreement.

22 **IT IS FURTHER ORDERED** that, if for any reason the Court does not execute and file an
23 Order of Final Approval and Judgment does not occur for any reason whatsoever, the Settlement
24 Agreement and the proposed Settlement which is the subject of this Order and all evidence and
25 proceedings had in connection therewith shall be without prejudice to the status quo ante rights of
26 the parties to the litigation as more specifically set forth in the Settlement Agreement.

27 **IT IS FURTHER ORDERED** that, pending further order of this Court, all proceedings in
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1 this matter except those contemplated herein and in the Settlement Agreement are stayed.

2 The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing
3 from time to time without further notice to the Class.

4 **IT IS SO ORDERED.**

5 Dated: 03/06/2025
6 _____



Elihu M. Berle

Elihu M. Berle / Judge

Honorable Elihu M. Berle

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(Henry De Leon v L'Antica Pizzeria da Michelle USA, Inc., Case No.23STCV15952)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against L'Antica Pizzeria da Michelle USA, Inc. (hereafter referred to as “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Henry De Leon (“Plaintiff”) and seeks payment of back wages, penalties, and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (July 10, 2019 to September 1, 2024) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (March 6, 2022 to the September 1, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement

and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is June 6, 2025	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by June 6, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 8, 2025 at 9:00 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by June 6, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 6, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Christopher A. Adams, Levon S. Yepremian, Vache A. Thomassian, and Caspar Jivalagian of KJT Law Group LLP., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court

preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$167,500 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in one lump sum. Defendant shall pay the one lump sum of \$167,500 not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") in proportionate share within 14 days of receiving the First Installment and again within 14 days of receiving the Third Installment.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$55,833.33 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,000 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") according to the schedule outlined above by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% ("Non-Wage Portion"). The Wage Portion is subject to withholdings and

will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than June 6, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the June 6, 2025 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully

funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including specifically include but is not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure

to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ___ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class

Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Henry De Leon v L'Antica Pizzeria da Michelle USA, Inc. Case No. 23STCV15952*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by June 6, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least by May 7, 2025, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: _____(url)_____ or the Court's website: <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is June 6, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 8, 2025 at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via remote hearings at lacourt.org/lacc by clicking the "Civil" button, and following the directions to create an account. If you require further assistance, you may contact the LACourtConnect Service Desk at 213-830-0400 during normal Court business hours (Monday-Friday (except holidays) between 7:30 a.m. and 5:30 p.m. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles County Superior Court, 312 N. Spring St., Los Angeles, CA 90012 by calling (657) 622-6878.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Glendale, CA 91206

818.507.8525

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.