

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

KRYSTAL PRATT, individually and on behalf
of all persons similarly situated,

Plaintiff,

v.

PACIFIC PIE, INC., d/b/a DOMINO'S PIZZA,
a Washington corporation, and LIBERTY
PIZZA, LLC, d/b/a DOMINO'S PIZZA, a
Washington corporation, and SHANE
ANDERSON, an individual,

Defendants.

No. 2018-02-02516-2

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

This Court-approved Notice may affect your rights. Please read it carefully.

TO: All current and former employees of Pacific Pie, Liberty Pizza, or Shane Anderson (Defendants) who worked as a pizza delivery driver sometime between June 1, 2015 and August 30, 2020.

1. What is this Notice about?

You have been identified as a potential class member in a lawsuit filed against Defendants. The purpose of this Notice is to advise you that the parties have reached a proposed settlement of the claims in the lawsuit and to inform you of the options you have regarding the lawsuit and the proposed settlement.

2. What is the lawsuit about?

The Plaintiff in this case, a former pizza delivery driver, alleges that Defendants failed to provide 30-minute lunch breaks to drivers on shifts lasting five or more hours and permitted wait-time and other off-the-clock work in violation of Washington's wage laws. The lawsuit seeks back wages, interest, costs and attorneys' fees, and other relief.

Defendants deny any wrongdoing and further assert that most drivers waived their right to lunch breaks. Defendants also deny that the lawsuit can proceed as a class action.

Judge Maryann Moreno of the Spokane County Superior Court approved this Notice and conditionally certified the case as a class action for settlement purposes only on July 2, 2021.

Judge Moreno has not made any determination on the merits of Plaintiff's claims nor who would win if the case were to proceed.

3. What is a class action?

A class action is a lawsuit where one or a few individuals bring claims on behalf of others who are similarly situated. In a class action, the final outcome of the lawsuit (whether positive or negative) applies to all

individuals who fall within the definition of the class, unless they decide to exclude themselves by a Court-established deadline.

4. Who is in the certified Settlement Class in this case?

In this case, the Court certified a Settlement Class consisting of all current and former employees who worked as pizza delivery drivers for Defendants sometime between June 1, 2015 and August 30, 2020.

If for any reason the Court does not approve the Settlement at a final hearing, the Settlement Class will be dissolved and litigation of the case will resume.

5. Who represents the Settlement Class?

The Court has appointed Adam Berger and Lindsay Halm of the law firm Schroeter Goldmark & Bender as attorneys for the Settlement Class (“Class Counsel”) and approved Krystal Pratt, a former delivery driver, to serve as a representative of the Settlement Class (“Class Representative”).

6. What are the reasons for the proposed settlement?

The parties to the lawsuit (Plaintiff and Defendants) have exchanged records (including punch time records), gathered witness statements in support and in opposition, taken depositions, investigated the law, and filed legal briefs. More recently, the parties and their attorneys engaged in good faith, arms-length settlement negotiations.

Plaintiff and her attorneys have agreed to the proposed settlement after considering several factors, including the risks, difficulties, and uncertainties in seeking class action status; the likelihood of success at trial; and the expense and delay that comes with litigation. Plaintiff and her attorneys balanced all of these risks in determining that the proposed Settlement is fair, adequate and reasonable, and in the best interests of the Settlement Class.

While Defendants do not admit to any wrongdoing, they have concluded that further litigation of the case would be burdensome, time consuming, and expensive. Defendants have, therefore, agreed to the terms set forth in the proposed Settlement Agreement in order to resolve fully and finally all claims in the lawsuit.

7. What are the terms of the proposed settlement?

The following is a summary of the basic provisions of the proposed Settlement. The complete terms are contained in the proposed Settlement Agreement, a copy of which is on file with the Clerk of the Court, Spokane County Superior Court, in Spokane, Washington.

- Defendants will pay a maximum of \$480,000 to cover: back wages and interest to Settlement Class members who submit a timely claim; Class Counsel’s fees and costs if approved by the Court; settlement administration fees, and two Incentive Awards (of between \$500 and \$5,000) if approved by the Court (“Settlement Fund”).
- After any Court-approved fees, costs, and Incentive Awards have been paid, the Settlement Fund will be allocated to members of the Settlement Class who submit a timely and valid claim. The amount of each individual award will depend on how many individuals submit claims but will be at or near the full amount of wages that are related to missed lunch breaks, based on employees’ time punch data and based on calculations performed by Plaintiff’s expert.

- The amounts paid to Settlement Class Members will be divided equally between (i) back wages, which is subject to payroll taxes, and (ii) interest, which is taxable income, but not subject to payroll taxes.
- Subject to approval by the Court, Class Counsel will request attorneys' fees equal to 25% of the Settlement Fund, or \$120,000, plus actual litigation expenses, currently just over \$33,000, which, if allowed, will be paid out of the Settlement Fund.
- Subject to approval by the Court, Class counsel will request that the Court approve of an Incentive Award of \$5,000 and \$500, respectively, for the Class Representative and another delivery driver for the time and effort on the case.
- The settlement logistics will be handled by an experienced administrator CPT Group , whose fees will be paid out of the Settlement Fund, estimated to be between \$12,000 and \$15,000.
- Any amount remaining in the Settlement Fund that goes unclaimed will revert back to Defendants.

8. What is the legal effect of the settlement?

If the Court approves the Settlement, the Court will enter a final order dismissing the lawsuit “with prejudice.” This means that the claims in the lawsuit will be permanently dismissed. Additionally, Defendants will be “released” from wage claims described in Paragraph 11 of the Settlement Agreement, which states:

As of the Effective Date, this Agreement constitutes a full and final settlement and release of wage and hour claims arising out of missed breaks (including both meal breaks and rest breaks), off-the-clock work, and being prevented from clocking in at the start of scheduled shifts, that were or could have been asserted in the Complaint against Defendants or any other Released Party during the Class Period. This release expressly includes statutory claims (including under the Fair Labor Standards Act and RCW Chapters 49.12, 49.46, 49.52) and contractual and common law claims for wages, along with exemplary damages, interest, penalties, attorneys' fees, costs and other damages associated with such claims. This provision expressly excludes any claims that may not be released by law or claims that accrue after the Class Period.

9. What options do I have with respect to the case and the Settlement?

a. You May Submit a Claim for a Settlement Payment:

If you wish to receive a settlement payment and participate in the proposed Settlement, you will need to submit a timely, valid claim form. You can do this by detaching and returning the form mailed to your address or filling out a form here: www.pacificpiesettlement.com. If you chose to mail your request, it must be postmarked no later than September 20, 2021. As a Settlement Class Member, you will be bound by all terms of the Settlement if it is approved by the Court. If you fail to submit a claim, you will still be bound by the terms of the Settlement, but you will not receive any payment.

Please note: you are not required to appear at any Court hearing to participate in the Settlement. If you remain in the Settlement Class, you will be represented by Class Counsel. You also may hire an attorney of your own choosing to represent you in the case, but this would be at your own expense.

b. You May Exclude Yourself from the Settlement Class and Receive No Payment:

If you do not want to be included in the Settlement Class or participate in the proposed Settlement, you must submit a request to be excluded either by detaching and returning the form mailed to your address or filling out a form here: www.pacificpiesettlement.com If you chose to mail your request, it must be postmarked no later than September 20, 2021.

If you submit a valid and timely request for exclusion from the Settlement Class by either of these means, you will not be entitled to receive any benefits under the proposed Settlement, nor will you be bound by its terms or any other rulings made by the Court. You may pursue any claims you may have against Defendants on your own.

c. To Object to the Settlement:

If you wish to remain in the Settlement Class but object to some aspect of the Settlement, you must file a written objection with the Clerk of the Court by August 22, 2021. You must also serve copies of your written objection upon Class Counsel at the addresses listed below and postmarked no later than August 22, 2021.

Lindsay L. Halm/Adam Berger
Re: Pacific Pie Class Action
Schroeter Goldmark & Bender
401 Union Street, Suite 3400
Seattle, WA 98101

Any written objection to the Settlement must contain your name, current address, telephone number, email address, and the substance of your objection(s). If you file a timely objection, you may appear in person at the final hearing (date below) in order to explain any objection(s). You may hire an attorney at your own expense to represent you at this hearing if you so choose.

Only Settlement Class Members who object to the proposed Settlement in accordance with these procedures will be permitted to appeal or otherwise seek review of any decision by the Court approving the proposed Settlement. Settlement Class Members who fail to present objections to the proposed Settlement Agreement in the manner provided above shall be deemed to have waived any such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

10. When will the Court decide whether to approve the Settlement?

On October 1, 2021 at the Spokane County Superior Court in Spokane, Washington, the Court will conduct a hearing to determine whether the proposed Settlement is fair, adequate and reasonable, and should be granted final approval. The date and time of the Final Settlement Approval Hearing is subject to change without further notice.

Please note: you are not required to appear at any Court hearing to participate as a Settlement Class Member or to receive payment.

11. How can I obtain further information?

Any questions you have concerning this Notice or any changes of name or address may be directed to the Settlement Administrator:

Pratt v. Pacific Pie, Inc. Settlement Administrator
c/o CPT Group, Inc.
www.pacificpiesettlement.com
50 Corporate Park
Irvine CA 92606
1-888-413-0121

You may also examine and copy pleadings and other records in this litigation at any time during regular office hours at the Office of the Clerk, Spokane County Superior Court, 1116 W Broadway Ave, Room 300, Spokane, WA 99260.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Dated this 7th day of July, 2021.