

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

**If you worked for a restaurant owned and operated by Pizza Hut, Inc.,
in California between May 26, 2006 (or June 6, 2006,
if you were a driver) and December 13, 2010,
you could get a payment from a class action settlement.**

The Los Angeles Superior Court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$6,000,000 to resolve claims of non-exempt, non-managerial employees who sued Pizza Hut, Inc.¹, alleging violations of California wage-and-hour laws, for not paying employees for meal and rest breaks that were not provided, not reimbursing drivers for the full amount of business-related expenses, and not paying employees required reporting time pay.
- To qualify for a payment in this settlement, you must have worked at a restaurant owned and operated by Pizza Hut, Inc. in California in a non-exempt, non-managerial hourly position, at any time from May 26, 2006 through December 13, 2010. If you worked as a delivery driver at a restaurant owned and operated by Pizza Hut, Inc. in California, you will qualify for a settlement payment if you worked at any time from June 6, 2006 through December 13, 2010.
- Employees are not entitled to a settlement payment for any period of time when they worked for restaurants owned and operated by Pizza Hut franchisees in California.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- This notice describes your legal rights and options in this settlement. Please read it carefully. If you have any other questions, please visit www.BehaienSettlement.com or call 1-844-448-7078.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<p>Participate in this settlement. Give up certain rights.</p> <p>By doing nothing, you will participate in the settlement. You will receive a settlement payment. You also give up any rights to sue Pizza Hut separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED ("OPT OUT") DEADLINE: September 30, 2016.	<p>You won't get a payment in this settlement, but you will keep certain legal rights.</p> <p>If you ask to be excluded from this settlement, you won't receive a settlement payment. But you keep your rights to sue Pizza Hut separately about the same legal claims in this lawsuit.</p>
OBJECT TO THE SETTLEMENT DEADLINE: September 30, 2016.	<p>If you don't like the settlement, tell the Court.</p> <p>If you do not like the settlement, you can write to the Court and explain why. However, you will still receive a settlement payment and you will give up any rights to sue Pizza Hut separately about the same legal claims in this lawsuit.</p>

¹ On May 20, 2016, Pizza Hut, Inc. merged with Pizza Hut, LLC and ceased to be existing entity. Pizza Hut, LLC, however, assumed all of Pizza Hut, Inc.'s rights and obligations, including the rights and obligations under the Parties' Settlement Agreement.

BASIC INFORMATION

1. Why did I get this notice?

Pizza Hut's records show that you worked at a Pizza Hut restaurant in California that was owned and operated by Pizza Hut, Inc., at some time between May 26, 2006 and December 13, 2010.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit involving employees who worked at Pizza Hut restaurants in California during this time period. This notice explains the settlement and your options. The Court must still approve the settlement. If the Court approves the settlement, and after any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Los Angeles Superior Court, and the case is known as *Behaien, et al., v. Pizza Hut, Inc.*, Case No. BC384563. Department 307 of the Superior Court is overseeing this class action. The people who sued are called Plaintiffs, and the company they sued, Pizza Hut, Inc., is called the Defendant.

2. What is this lawsuit about?

This lawsuit is about whether Pizza Hut violated various California wage-and-hour laws. The Plaintiffs say that Pizza Hut violated California labor laws in several ways.

The Plaintiffs say that Pizza Hut had an illegal policy of failing to provide timely meal and rest breaks, and failing to provide appropriate compensation when employees missed their breaks or took their breaks late.

The Plaintiffs also say that Pizza Hut had an illegal policy that denied employees mandatory "reporting time" pay required under California law when employees must report to work, but do not get to work their usual or scheduled shift.

The Plaintiffs also say that Pizza Hut's policy of paying delivery drivers a fixed amount per order unlawfully failed to adequately compensate delivery drivers for their work-related driving expenses.

Pizza Hut denies that it did anything wrong or that it failed to provide timely meal and rest breaks. Pizza Hut says that its policies for meal and rest breaks, reporting time pay, and reimbursement of vehicle-related expenses were lawful, and that it paid its employees all wages and reimbursements that were required by law.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Brian Behaien, Boris Gnezdilov, Bersayna Clemente, and Raquel Cruz) sue on behalf of other people who have similar claims. All of these people together are called a "Class" or "Class Members." One court resolves certain issues for everyone in the Class, except those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. The Plaintiffs think they could have won the case at trial. The Defendants think the Plaintiffs would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial. Under the settlement, Class Members will get compensation. The Class Representatives and Class Counsel think the settlement is in the best interest of Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. Which employees are included in the settlement?

- *All delivery drivers* who worked at restaurants owned and operated by Pizza Hut, Inc. in California at any time from **June 6, 2006 through December 13, 2010** are included in the Class (“Delivery Driver Sub-Class”).
- *All non-exempt, non-managerial hourly employees*, who worked at restaurants owned and operated by Pizza Hut, Inc. in California at any time from **May 26, 2006 through December 13, 2010** are included in the Class (“Class”). The job titles in the Class include: production employees (“cooks”), customer service representatives, and hosts/servers.

6. Is there anyone who worked at Pizza Hut who is not included in the class?

- Employees are not included in the Class for any period of time when they worked for restaurants owned and operated by Pizza Hut *franchisees* in California.
- Employees are not included in the Class for any time they worked at Pizza Hut restaurants before or after the time periods listed above in Question 5.
- Employees are not included in the Class for any time they worked in an exempt or managerial position.

7. I’m still not sure whether I’m included in the class.

Pizza Hut’s records indicate that you are included in the Class. If you are still not sure whether you are included in the Class, you can get free help by calling 1-844-448-7078 toll-free.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What benefits does the settlement provide?

The settlement provides for a \$6,000,000 fund, which will be used to provide settlement payments to Class Members, a payment of \$15,000 in civil penalties to the California Labor & Workforce Development Agency, Court-approved reasonable attorneys’ fees and costs for the lawyers for the Class and service payments for the Class Representatives, and up to \$130,000 in settlement administrative costs. Payroll taxes on the amount of settlement payments that is allocated to wages will also be paid from the settlement fund. The precise amount of deductions for payroll taxes cannot be determined at this time.

9. How much will my settlement payment be?

Each Class Member's settlement payment will be calculated individually based on the number of workweeks that the Class Member was a member of the Delivery Driver Sub-Class or the Class. Pizza Hut's employment records will be used to determine each Class Member's number of workweeks in either of the Classes.

The settlement payments are structured to account for the different potential values of the claims in the case had the plaintiffs gone to trial. Only members of the Delivery Driver Sub-Class have claims for reimbursement of their work-related driving expenses based on Pizza Hut's policy of paying delivery drivers a fixed amount per order. Based on the relative value of the reimbursement claim as compared to the other claims in this case, the settlement provides a three times higher recovery per workweek for members of the Delivery Driver Sub-Class than for non-driver members of the Class.

The details of the formula by which settlement payments will be calculated are set forth at pages 20-22 of the Settlement Agreement. You can view the full Settlement Agreement at www.BehaienSettlement.com, or request a copy from Class Counsel by calling 1-888-556-5214 or writing to Behaien v. Pizza Hut Class Counsel, Altshuler Berzon LLP, 177 Post St., Suite 300, San Francisco, CA 94108.

For an estimate of what you are likely to receive, assuming that all Class Members participate in the distribution, call the Settlement Administrator at 1-844-448-7078. Your actual settlement payment may be a different amount, depending on how many Class Members participate in the distribution. Each Class Member's settlement payment will be at least \$10.00.

A portion of each Class Member's settlement payment will be allocated for tax purposes to unpaid wages, and payroll taxes will be withheld. For Members of the Delivery Driver Subclass, 5% of the settlement payment will be allocated to unpaid wages. For all other Class Members, 15% of the settlement payment will be allocated to unpaid wages. The Settlement Administrator will provide W-2 and 1099 forms to Class Members with their settlement payments.

10. How do I get a settlement payment?

If you want to participate in the settlement and get a settlement payment, you do not have to do anything at all. If you do not opt out of the settlement (see below, question 14) and your notice was not returned as undeliverable, you will automatically be mailed a settlement payment if the Court approves the settlement. You do not have to make a claim or fill out a form. In other words, if you do nothing, you will receive a settlement payment. You will have 120 days to cash your settlement check.

If the cover page of this notice does not show your current mailing address, or if your address changes after you receive this notice, please call the Settlement Administrator promptly at 1-844-448-7078 and give the Settlement Administrator your current address so that you will receive your settlement payment.

If this notice mailed to a Class Member is returned as undeliverable, and if the Settlement Administrator can't find a valid address for the Class Member with reasonable efforts, that Class Member will not be mailed a check, and the money that would have gone to that Class Member will be redistributed to other Participating Class Members whose notices were not returned as undeliverable.

11. When will I get my settlement payment?

The Court will hold a hearing on November 10, 2016, to decide whether to approve the settlement, to decide what attorneys' fees and costs to award to Class Counsel and what service awards, if any, to award to Named Plaintiffs. If the Court approves the settlement, a person who has objected to the settlement might appeal. If there are appeals, they must be resolved, and that can take time. Please be patient.

12. Am I giving anything up by accepting a settlement payment?

Unless you exclude yourself from the settlement, you are a member of the Class. That means that you can't sue, continue to sue, or be part of any other lawsuit against Pizza Hut, Inc. about the claims alleged in this case. The Settlement Agreement defines Released Claims as follows:

“Released Claims” shall mean any and all causes of action and/or claims, liens, demands, obligations, damages, or liabilities of any nature whatsoever that arise out of the facts alleged in the Fourth and Fifth Amended Complaints, whether known or unknown, and whether anticipated or unanticipated, arising under state laws or regulations or local rule or ordinance or federal law, including the FLSA minimum wage claims to be alleged in the Fifth Amended Complaint, that accrued or accrue through the Preliminary Approval Date, including without limitation the causes of action asserted in the Fourth Amended Complaint for violations of California Labor Code §§ 200-203, 226, 226.7, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 2698-2699, 2802; Cal. Bus. & Prof. Code § 17200; Industrial Welfare Commission Wage Order No. 5; and the California Labor Code Private Attorneys General Act. The release of FLSA minimum wage claims is limited to those members of the Driver Subclass who cash their Final Individual Settlement Payments, which shall include a printed statement that by cashing the check, members of the Driver Subclass are opting into the FLSA collective action.

Unless you opt out, all of the Court's orders in this case will apply to you and legally bind you.

13. What happens to the money if Class Members don't cash their checks?

After the 120-day period for cashing settlement checks, the funds from any checks that were not cashed may be redistributed to those Class Members who cashed their first settlement checks. If you do not cash your settlement check within the 120-day check-cashing period, you will forfeit any right to receive a settlement payment and the funds may be distributed to other Class Members.

If the amount of money remaining after the 120-day period for cashing settlements is not enough that it would be economical to redistribute it, that money will be donated to Legal Services for Children, which is a charity approved by the Court.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What should I do if I don't want to participate in the settlement?

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Pizza Hut, Inc., on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself from the settlement, and is sometimes referred to as “opting out.”

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the settlement in *Behaien v. Pizza Hut, Inc.* Be sure to include your name, address, and telephone number, and identify the Pizza Hut restaurant where you worked and when you worked there, and the position you held, and your social security number, so that the Settlement Administrator can identify you from Pizza Hut's employment records. Don't forget to sign your letter!

Your letter must include the following statement:

I understand that, by this request to be excluded from the Settlement in this case, I am giving up all monetary benefits from this Settlement and will receive no money from this Settlement. I understand that I may bring a separate legal action seeking damages, but might receive nothing or less than what I would have received under the Settlement in this case.

You must mail your exclusion request postmarked no later than September 30, 2016 to:

Behaien, et al. v. Pizza Hut, Inc. Exclusions
c/o KCC Class Action Services
P.O. Box 40007
College Station, TX 77842-4007

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has decided that the law firms of Rastegar & Matern, APC, Altshuler Berzon LLP, and Righetti Glugoski, P.C., are qualified to represent you and all Class Members. Together, these law firms are called "Class Counsel." These law firms are experienced in handling similar cases against other employers. Their contact information is as follows:

JAMES M. FINBERG
EVE H. CERVANTEZ
EILEEN B. GOLDSMITH
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108

MATTHEW J. MATERN
RASTEGAR & MATERN,
ATTORNEYS AT LAW, A.P.C.
1010 Crenshaw Boulevard, Suite 100
Torrance, California 90501

MATTHEW RIGHETTI
JOHN GLUGOSKI
RIGHETTI GLUGOSKI, P.C.
456 Montgomery Street, Suite 1400
San Francisco, California 94104

1-888-556-5214

16. Should I get my own lawyer?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer. However, if you want your own lawyer, you will have to pay that lawyer yourself.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$2,000,000 to them for attorneys' fees and \$450,000 to reimburse them for litigation expenses they have incurred in connection with the prosecution of this action. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The amounts awarded by the Court will come out of the total \$6,000,000 settlement amount that Pizza Hut has agreed to pay. The Court might award less than the requested amounts. If so, any amounts not awarded to Class Counsel will be added to the amount of the settlement fund that is available for settlement payments to Class Members. The Court will decide what fee is reasonable.

18. Will the Class Representatives receive service awards?

Class Counsel will also ask the Court to approve payments of \$12,000 each to the Class Representatives in recognition of their service to the Class in pursuing this case, for a total of \$48,000 for the four Class Representatives.

The Court will decide whether the Class Representatives should receive a service award in recognition of their service to the Class, and, if so, how much is reasonable. Any service awards will be paid out of the \$6,000,000 settlement fund.

OBJECTING TO THE SETTLEMENT

19. If I don't like the settlement, how do I tell the Court?

If you're a Class Member, and you don't like the settlement, you can object to the settlement. You should give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the Settlement Administrator saying that you object to the settlement in *Behaien v. Pizza Hut, Inc.* BC384563. Be sure to include your name, address, telephone number, and the reasons you object to the settlement, and sign your letter. Your objection must be postmarked no later than September 30, 2016. Mail a copy of your objection to the following address:

Behaien, et al. v. Pizza Hut, Inc. Settlement Administrator
c/o KCC Class Action Services
P.O. Box 40007
College Station, TX 77842-4007

20. What's the difference between objecting to the settlement and excluding myself from the settlement?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. That means you will still receive a settlement payment if the Court approves the settlement, and you will be bound by all of the Court's orders in the case.

Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object to the settlement, because the case no longer affects you. If you exclude yourself, you will not receive a settlement payment.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on November 10, 2016, in Department 307 of the Los Angeles Superior Court, 600 S. Commonwealth Ave., Los Angeles, CA 90005 regarding whether to grant final approval to the settlement, what amount of attorneys' fees for Class Counsel is reasonable, and whether the Court should award service payments to the Class Representatives for their service to the Class. If there are any objections to the settlement, the attorneys' fees, or the service awards, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement and what amount of attorneys' fees and service payments to award. We do not know how long these decisions will take. Any orders issued by the Court after the hearing, including the final judgment, will be posted on the case website at www.BehaienSettlement.com.

The date of the Fairness Hearing may be changed without further notice to Class Members. If the date is changed, a notice will be posted on the case website.

22. Do I have to attend the hearing?

You do not need to attend the final approval hearing, but you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. You may also pay your own lawyer to attend the hearing, but that is not necessary.

23. Can I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Behaien v. Pizza Hut, Inc.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than October 27, 2016, and be sent to the Settlement Administrator at the following address:

Behaien, et al. v. Pizza Hut, Inc. Settlement Administrator
c/o KCC Class Action Services
P.O. Box 40007
College Station, TX 77842-4007

You can't speak at the hearing if you excluded yourself from the settlement.

24. Where can I get more information about this case?

This notice contains a summary of the basic terms of the settlement. For more information about this case, you may visit the case website at www.BehaienSettlement.com, where you will find the full Settlement Agreement and other important documents from the case. You can also get more information by calling the Settlement Administrator toll-free at 1-844-448-7078, or calling Class Counsel toll-free at 1-888-556-5214.

25. What should I do if my address changes?

If the address printed on the cover page of this notice is no longer correct, or if you move after receiving this notice, please call 1-844-448-7078 to update your contact information. This is important so that you will receive your settlement payment, and any future notices about this case. If you move and you don't tell us your new address, you may not receive your settlement payment if the Settlement Administrator can't locate you.