

NOTICE OF PROPOSED CLASS ACTION LAWSUIT SETTLEMENT AND FAIRNESS HEARING

TO: PERSONS EMPLOYED AS HOURLY EMPLOYEES AT LE PAIN QUOTIDIEN RESTAURANTS IN THE STATE OF NEW YORK BETWEEN JUNE 30, 2020 AND DECEMBER 31, 2024

If you were employed as an hourly worker at a Le Pain Quotidien restaurant in the state of New York between June 30, 2020 and December 31, 2024, you may be eligible to participate in the proposed settlement of the case captioned *Almanzar et al. v. LPQ USA, LLC et al.*, Index No. 604206/2025, currently pending in the New York Supreme Court for Nassau County (the “Lawsuit”).

1. WHAT IS THE PURPOSE OF THIS NOTICE?

PLEASE READ THIS NOTICE CAREFULLY. It contains important information about Class Members’ rights concerning the settlement of the Lawsuit. If the Court approves the Settlement, each Class Member will be bound by the terms of the Settlement unless he/she/they affirmatively opts-out of the Settlement.

2. WHAT IS THIS CASE ABOUT?

The Lawsuit asserts claims under the Federal Labor Standards Act and New York law alleging that LPQ failed to properly compensate New York hourly employees for certain overtime and non-overtime hours worked; improperly paid tipped New York employees pursuant to a tip credit; and failed to provide New York hourly employees with the wage notices and wage statements required under New York law.

LPQ denies these allegations in their entirety and maintain that they paid all New York hourly employees properly for all hours worked and provided appropriate wage notices and wage statements. The Parties have entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the claims in the Lawsuit, and no party has prevailed in this action.

3. WHO IS INCLUDED IN THE CLASS?

The Parties have agreed to settle the Lawsuit for a class consisting of all persons employed by LPQ as hourly employees in New York between June 30, 2020 and December 31, 2024.

4. WHO ARE THE LAWYERS FOR THE CLASS, AND HOW WILL THEY BE PAID?

The Court has appointed Law Offices of Jeffrey E. Goldman and Joseph & Kirschenbaum LLP to represent you and the other Class Members. These lawyers are called Class Counsel. Class Members will not be charged separately for these lawyers. Their fees are being paid from the total settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve payment of their litigation expenses and attorneys’ fees of up to one third of the Settlement Fund. The requested amount would pay Class Counsel for all work that they have performed in this action, including filing the complaint, investigating the facts, and negotiating and overseeing the settlement.

Law Offices of Jeffrey E. Goldman
Jeffrey E. Goldman, Esq.
260 Madison Avenue, 15th Floor
212-983-8999
jeff@jgoldmanlaw.com

Joseph & Kirschenbaum LLP
D. Maimon Kirschenbaum, Esq.
Denise A. Schulman, Esq.
32 Broadway, Suite 601
New York, NY 10004
212-688-5640
denise@jk-llp.com

5. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?

Class Members must complete and submit a Claim Form by October 6, 2025 in order to receive money from the Settlement. You may submit a claim form online at <https://lpqsettlement.com>, by email to info@lpqsettlement.com, or by mail, postmarked on or before October 6, 2025, to:

Almanzar v. LPQ USA, LLC, et al.
c/o Settlement Administrator - 8735
P.O. Box 26170
Santa Ana, CA 92799

To receive a paper copy of your individual Claim Form, please contact the Claims Administrator at (833) 360-6884.

LPQ cannot and will not retaliate against you for participating in this Settlement and/or for filing a Claim Form.

It is your responsibility to retain proof of timely submission of a Claim Form until receipt of your settlement payment.

If you move before the Settlement is fully paid, please give the Claims Administrator or Class Counsel your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.

6. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?

If the Court grants final approval of the Settlement, LPQ will pay a maximum of \$2,300,000.00 in total settlement funds. If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the \$2,300,000.00 gross settlement amount prior to distribution of the settlement payments to Class Members:

- **Attorneys' Fees and Costs:** Class Counsel will apply to the Court for attorneys' fees up to a maximum of one-third of the Settlement Fund and recovery of actual litigation expenses and costs.
- **Service Awards:** If the Court approves such payments, the Named Plaintiff Jefferson Almanzar, Gino Luna, and Araceli Sanchez may receive \$20,000 each for services provided in this case, and Adaljisa DeJesus, Darla Lopez, Roberto Maldonado, Orianna Mora, Jonathan Quizhpi, Karen Rios, and Cristian Lenin Salinas Vazquez may receive \$5,000 each for services provided in this case.
- **Settlement administration costs:** The Claims Administrator's fees shall be paid out of the Settlement Fund.

The "Net Settlement Fund" is the portion of the Settlement Fund that will be allocated among all Class Members. The Net Settlement Fund is the maximum settlement amount minus Court-approved service awards, litigation costs, settlement administration costs, and the Court-approved attorneys' fee. The Net Settlement Fund will be allocated among all Class Members as follows:

- 57% of the Net Settlement Fund will be allocated among Class Members who were paid pursuant to a tip credit on a *pro rata* basis according to their number of hours worked at LPQ between June 30, 2020 and December 31, 2024 for which they were paid less than the full applicable New York minimum wage.
- 43% of the Net Settlement Fund will be allocated among all Class Members on a *pro rata* basis according to their number of hours worked at LPQ between June 30, 2020 and December 31, 2024 in hourly positions.
- No Class Member will be allocated a settlement share that is less than \$50.
- To receive your individualized notice including an estimate of your individual settlement share, please contact the Claims Administrator at (833) 360-6884.
- Neither Class Counsel nor LPQ nor LPQ's Counsel makes any representations concerning tax consequences of the Settlement or participation in it, and you are advised to seek your own personal tax advice prior to acting in response to this Notice.
- **The settlement will be distributed in up to three installments, scheduled to occur approximately 40 days after the Court approves the settlement and then on or around July 20, 2026, and, if needed, July 17, 2027. If your address changes before any of these payments, please contact the Claims Administrator or Class Counsel to ensure that you receive your checks.**
- Once settlement checks are issued, they will be valid for 90 days. Class Members may request reissued checks up to 120 days after the last installment settlement checks are issued. **Depending on the number of Class Members who submit claim forms, the settlement may be fully distributed in fewer than three installments. If you have any questions about the timing or number of settlement payment installments, please contact Class Counsel.**
- Any money left over from the distribution of the Net Settlement Fund resulting from checks that were not deposited or claimed by Class Members will be returned to LPQ.
- For more information about how individual settlement awards are calculated, please contact Class Counsel at 212-983-8999, jeff@jgoldmanlaw.com, 212-688-5640, denise@jk-llp.com or the Claims Administrator at:

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7. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

Any Class Member who does not timely opt-out of the Settlement will, upon final approval of the Settlement, on their own behalf and on behalf of their current, former and future heirs, spouses, executors, administrators, agents, and attorneys, shall forever and fully release LPQ, along with their direct and indirect parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (“Releasees”), from any and all wage and hour claims that have been brought or could have been brought under the New York Labor Law, the New York Hospitality Industry Wage Order, the New York Wage Order for Miscellaneous Industries, the New York Minimum Wage Act, and the New York Wage Theft Prevention Act, and/or the regulations under such statutes, laws, and wage orders, for work performed at or on behalf of LPQ in an hourly position, whether known or unknown, including any such claims for unpaid wages, overtime, tips, gratuities, service charges, administrative or other mandatory charges, failure to maintain and furnish employees with proper Rate of Pay notices and/or wage statements, claims to recover the tip credit, improper tip appropriation, improper taking of a tip credit, spread-of-hours payments, call-in payments, meal credit claims, uniform maintenance fees, meal break claims, liquidated damages, statutory penalties, and attorneys’ fees and costs related to such claims, through December 31, 2024.

Any Class Member who timely submits a claim form and cash their settlement check will fully release LPQ and Releasees from any and all wage and hour claims against LPQ and Releasees that have been brought or could have been brought under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) and the regulations thereunder for work performed at or on behalf of LPQ in a Covered Position, including any such claims for unpaid wages, overtime, liquidated damages, improper taking of a tip credit, improper tip appropriation, and attorneys’ fees and costs related to such claims, through December 31, 2024.

8. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT?

You have the option of opting out of the Settlement Agreement if you do not want to participate in the Settlement or be bound by the release of claims described above. To opt out of the Settlement Agreement you must do so by October 6, 2025. If you do not opt out, you will be bound by the terms of the Settlement Agreement. To opt out, you must mail a signed letter with a statement indicating your intention to opt-out such as: “I opt out of the Le Pain Quotidien New York wage and hour settlement” postmarked no later than October 6, 2025. You must include your name, address, and telephone number in the letter. If you choose to opt out, send your letter to:

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Santa Ana, CA 92799
Email: info@lpqsettlement.com

If you opt-out of the settlement, you will not be bound by the terms of the Settlement Agreement and you will be free to pursue your own claims against Defendants. However, you will not receive any payments under pursuant to Settlement Agreement

9. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you have not opted out of the Settlement, and if you wish to present objections to the proposed Settlement at the Fairness Hearing, you must first do so in writing. If you object to the settlement and want to appear at the Fairness Hearing, you must say so in your written objection. You are not required to submit an objection. Written objections must be postmarked no later than October 6, 2025 and must be sent to:

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Email: info@lpqsettlement.com

Written objections must contain your name, address, and telephone number, must be signed by you, and must include reference to the matter of *Almanzar et al. v. LPQ USA, LLC.*, Index No. 604206/2025. If you opt-out of the settlement, you may not object to the settlement. In addition, if you object to the Settlement Agreement and the Court rejects your objections, you will still be bound by the terms of the Settlement Agreement.

10. WHEN IS THE FAIRNESS HEARING?

A hearing before the Honorable Justice Francis Ricigliano will be held on October 27, 2025 at 10:00 am at the New York Supreme Court, Nassau County, 100 Supreme Court Drive, Third Floor, Mineola, New York (the “Fairness Hearing”). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court may take into account any comments or objections filed in accordance with the procedures described above.

You are not required to attend the Fairness Hearing. Class Counsel will answer questions the Court may have. However, you may

attend at your own expense. If you timely send an objection, you don't have to come to Court to talk about it. If you exclude yourself from the settlement by opting out, you may not participate in the Fairness Hearing. You may also pay your own lawyer to attend, but it is not necessary.

11. HOW CAN I EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

Additionally, if you have the questions about this Notice or want additional information, you can contact Class Counsel at or the Claims Administrator at the addresses/phone numbers listed above.