

AMERICAN ARBITRATION ASSOCIATION

If you are or were a delivery driver employed by PJ United, Inc.; PJ Cheese, Inc.; PJ Louisiana, Inc.; Ohio Pizza Delivery, Inc.; PJ Chippewa, LLC; or PJ Utah, LLC between June 30, 2012 and September 23, 2015, please read this notice. A collective action arbitration may affect your rights.

An arbitrator authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF COLLECTIVE ACTION ARBITRATION

Re: Arbitration Regarding Claims for Alleged Unreimbursed Expenses/Unpaid Wages

- A delivery driver has sued PJ United, Inc., PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, LLC, Ohio Pizza Delivery, Inc., PJ Utah, LLC and Douglas Stephens (Respondents), claiming they failed to fully reimburse delivery drivers for automotive expenses, which has reduced the wages paid by Respondents to delivery drivers below the federal minimum wage. The suit has been referred to arbitration before Arbitrator Jack Clarke in Birmingham, Alabama.
The Arbitrator has authorized mailing of this notice to current and former delivery drivers who worked for Respondents in the last three years.
You have been identified as a person potentially eligible to join this arbitration.

Table with 2 columns: Option (ASK TO BE INCLUDED, DO NOTHING) and Description of consequences.

1. Why did I get this notice?

Records show that you currently or previously worked for one of the Respondents as a delivery driver. The Arbitrator has authorized mailing of this notice regarding a collective action arbitration that may affect you. You have legal rights and options that you may exercise in this case. The arbitration is titled Sullivan v. PJ United, Inc., et al., Case No. 30 2013 000597, and is filed in the American Arbitration Association ("AAA").

2. What is this arbitration about?

In this arbitration, Claimant claims that Respondents failed to pay him and other similarly situated delivery drivers the minimum wage by not fully reimbursing them for automotive expenses. He claims that, after deducting vehicle expenses (and excluding tips), he and other delivery drivers were paid less than the federal minimum wage.

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

In a collective action arbitration, one or more people sue on behalf of other people who have similar claims. The delivery driver who sued – and all those who return the attached Consent to Join form – are called the Claimants. PJ United, Inc., PJ Cheese, Inc., PJ Louisiana, Inc., PJ Chippewa, LLC, Ohio Pizza Delivery, Inc., PJ Utah, LLC and Douglas Stephens are called the Respondents. One Arbitrator resolves the issues for everyone who joins the case.

4. Why is this arbitration a collective action?

The Claimant who filed this arbitration alleges there is a group of “similarly situated” current or former delivery drivers employed by Respondents.

5. What is Respondents’ position?

Respondents deny any wrongdoing or liability and vigorously contest all claims that have been asserted. Respondents assert that delivery drivers were always paid an hourly wage at or above the federal minimum wage, as well as vehicle reimbursements and tips.

6. Has the Arbitrator decided who is right?

The Arbitrator has not decided whether Respondents or the Claimants are correct. By authorizing this notice, the Arbitrator is not suggesting that the Claimants will win or lose the case.

7. What are the Claimants asking for?

Claimants are seeking to recover any unpaid minimum wages, or, in other words, the difference between what they were paid and the minimum wage. Claimants also seek “liquidated damages” in an amount equal to the unpaid wages and recovery of costs and attorneys’ fees.

8. Can I join this arbitration?

You have been identified as potentially eligible to join this arbitration. Current and former delivery drivers who worked for Respondents from between June 30, 2012 and September 23, 2015 are eligible to join.

9. What happens if I join the arbitration?

If you choose to join this arbitration, and are ultimately determined by the Arbitrator to be a Class Member, you will be bound by any ruling, settlement or judgment, whether favorable or unfavorable, on the claim asserted. You will also be bound by, and will share in, to the extent appropriate, any settlement of the claim that may be reached on behalf of the Class. By joining this arbitration, you designate the named Claimant as your representative, and to the fullest extent possible, to make decisions on your behalf concerning the case, the method and manner of conducting the case, the entering of an agreement with Claimants’ counsel regarding payment of attorneys’ fees and court costs, the approval of settlements, and all other matters pertaining to this arbitration.

10. What happens if I do nothing at all?

If you choose not to join this arbitration, you will not be directly affected by any ruling, judgment or settlement, whether favorable or unfavorable. You should be aware that Fair Labor Standards Act claims are limited to a two- or three-year statute of limitations, and delay in joining this case, or proceeding separately, may result in some or all of your claims expiring as a matter of law.

11. How do I ask to be included in the case?

Enclosed is a form called “Consent to Join.” If you choose to join this arbitration, **it is extremely important that you read, sign and promptly return the Consent to Join Form.** An addressed and postage paid envelope is enclosed for your convenience. Should the enclosed envelope be lost or misplaced, return the Consent to Join Form to:

PJ United Arbitration
Paul McInnes LLP
601 Walnut Street, Suite 300
Kansas City, MO 64106

If you prefer, you may return the signed Consent to Join form by email attachment to Sydney@paulmcinnes.com.

The signed Consent to Join form must be postmarked or emailed by March 15, 2016. **If your signed Consent to Join form is not postmarked by March 15, 2016, you may be prohibited from participating in this case.**

12. Do I have a lawyer in this case?

If you choose to join this arbitration you will be represented by Rick Paul and Jack McInnes of Paul McInnes LLP, Mark Potashnick of Weinhaus & Potashnick, and William Bross of Heninger Garrison Davis, LLC.

13. Should I get my own lawyer?

If you choose to opt-in to the arbitration by promptly returning a signed Consent to Join form, you do not need to hire your own lawyer because Claimants’ counsel will represent you. However, you may obtain your own lawyer if you desire. If you obtain your own lawyer, you may have to pay that lawyer and will have to file your own separate arbitration.

14. How will the lawyers be paid?

The named Claimant has entered into a contingency fee agreement with Claimants’ counsel, which means that if Claimants do not win, there will be no attorneys’ fees chargeable to you. Under the fee agreement, in the event there is a recovery, Claimants’ counsel will receive a percentage of any settlement obtained or money judgment entered in favor of all members of the Class. Alternatively, the Arbitrator may be asked to determine the amount of fees. The fees may be part of a settlement obtained or money judgment entered in favor of Claimants, or may be ordered by the Arbitrator to be separately paid by Respondents, or may be a combination of the two. A copy of the contingency fee agreement executed by the named Claimant may be obtained on request from Claimants’ counsel identified below.

15. Are there more details available?

If you have any questions or require additional information, please contact any of the following individuals who are counsel to the Claimants in this arbitration:

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PLEASE DO NOT CONTACT THE AAA REGARDING THIS MATTER